****ATTENTION****

The City Council meeting will be held in a hybrid format that may include both in-person AND virtual attendance via Zoom. Unless they have cause to appear virtually, Councilmembers will attend the meeting in person in Council Chambers, fifth floor of City Hall, 316 N. 26th Street. In order to honor the Right of Participation and the Right to Know in Article II, Sections 8 and 9, of the Montana Constitution, the City of Billings and City Council are making every effort to meet the requirements of the open meeting laws.

Citizens are invited to:

- Review the Agenda Packet on the City's website at: www.billingsmt.gov and click on "Your Government," "City Council," and "Agendas & Minutes".
- View the meeting:
  - On Community 7 TV - Channel 7 or Channel 507 -- Spectrum Cable. *(On evenings when there is a conflict with School District No. 2 Board meetings, the City Council meeting will be broadcast on Channel 8 - Spectrum Cable.)* Channel 7 or Channel 978 - TDS Fiber.
  - Online at www.comm7tv.com and click on the "Watch Live" icon. Community 7 also has links to their Facebook page and YouTube channel.
  - On the City's website at www.billingsmt.gov and click on "Watch Meetings Online" on the homepage.
  - In-Person.

Citizens may submit public comment via the following methods:

- Mail: City Clerk, P.O. Box 1178, Billings, MT 59103
- Email: Council@billingsmt.gov.
  - Emails received after 3:00 PM on the day of the meeting, may be posted on the Council's webpage the following day for public viewing.
- Attend the meeting in person

Please contact Denise Bohlman, City Clerk, at bohlmand@billingsmt.gov, or at 406.657.8210, with any questions.

CITY OF Billings

VISION STATEMENT:
"The Magic City: A diverse, welcoming community where people prosper and business succeeds."

CITY COUNCIL
REGULAR BUSINESS MEETING
AGENDA

COUNCIL CHAMBERS
316 N. 26th Street, 5th Floor

JUNE 8, 2026

5:30 P.M.

CALL TO ORDER: Mayor Nelson

PLEDGE OF ALLEGIANCE: Mayor Nelson

INVOCATION: Councilmember O'Donnell

ROLL CALL: Councilmembers present on roll call were: ☐ Shaw, ☐ Nicholson, ☐ Neese, ☐ Pitman, ☐ Aguirre, ☐ Kennedy, ☐ Aspenlieder, ☐ Lindley, ☐ Boyett, ☐ O'Donnell

MINUTES:
May 11, 2026
May 26, 2026

COURTESIES:

PROCLAMATIONS: Montana Scleroderma Awareness Month - June

COUNCIL REPORTS:

ADMINISTRATOR REPORTS - KEVIN IFFLAND

PUBLIC COMMENT on "NON-PUBLIC HEARING" Agenda Items: 1 and 7 ONLY. Speaker sign-in required.
(Comments are limited to three (3) minutes or as set by the Mayor. Please sign the roster at the cart located at the back of the Council chambers or at the podium. Comments on items listed as public hearing items will be heard ONLY during the designated public hearing time for each respective item. For items not on this agenda, public comment will be taken at the end of the agenda.)

1. **CONSENT AGENDA** -- Separations:

   A. **Bid Awards:**

      1. **2027 Current Model Aerial Lift Truck.** (Opened 5/19/26) Recommend Altec.
      2. **Airport West Shuttle Parking Lot.** (Opened 4/21/26) Recommend Knife River.
      3. **SID 1430 Annafeld North, 1st Filing and Annafeld Subdivision, 6th & 7th Filing Streetlights.** (Opened 5/5/26) Recommend rejecting all bids.
      4. **Type 3, Model 34 Fire Engine.** (Opened 5/19/26) Recommend Hughes Fire Equipment.
      5. **W.O. 25-34: 11th Avenue South Reconstruction.** (Opened 5/19/26) Recommend K2 Civil, Inc.
      6. **W.O. 26-01, Contract 1: 2026 Water Main Replacement.** (Opened 5/19/26) Recommend COP Construction, LLC.

7. **W.O. 26-36, Contract 2: CCTV City Storm Drain.** (Opened 5/19/26) Recommend Pace Infrastructure Systems Specialists.

B. **Contract Amendment** with Pride of Montana for custodial services.

C. **Addendum to Mutual Release and Settlement Agreement** with Knife River.

D. **Headworks Screen Replacement** for Water Reclamation Facility from Saveco North America, Inc.

E. **Uninterrupted Power Supplies Replacement** at the 911 Call Center; CDW Government, LLC.

F. **Donation** from Big Sky Economic Development for Colson Park Signage.

G. **Resolution** for the 2026B Water System Revenue Bonds.

H. **Second/Final Reading Ordinance** expanding the boundaries of Ward 1 - Annexation 26-05.

I. **Bills for the Weeks of:**

1. May 11, 2026
2. May 18, 2026

Recommended Motion: I move to approve the items of the Consent Agenda as submitted, with the exception of items moved for separation.

REGULAR AGENDA:

2. **PUBLIC HEARING AND RESOLUTION** approving and adopting FY26 Budget Amendments. Staff recommends approval.

   Recommended Motion: Having conducted a public hearing, considered written and spoken public testimony, I move to approve a resolution approving and adopting FY26 budget amendments, as recommended by staff.

3. **PUBLIC HEARING AND RESOLUTION** creating SID 1430, Annafeld Subdivision, 6th and 7th Filing Streetlights and Park Improvements. Staff recommends approval.

   Recommended Motion: Having conducted a public hearing, considered written and spoken public testimony, I move to approve a resolution creating SID 1430, as recommended by staff.

4. **PUBLIC HEARING AND RESOLUTION** setting FY27 Street Maintenance District Assessments. Staff recommends approval.

   Recommended Motion: Having conducted a public hearing, considered written and spoken public testimony, I move to approve a resolution setting annual street maintenance district assessments for FY27, as recommended by staff.

5. **PUBLIC HEARING AND RESOLUTION** setting FY27 Storm Sewer System Fee Rates. Staff recommends approval.

   Recommended Motion: Having conducted a public hearing, considered written and spoken public testimony, I move to approve a resolution setting FY27 Storm Sewer System Fee Rates, as recommended by staff.

6. **PUBLIC HEARING AND RESOLUTION** approving and adopting the FY27 budget. Staff recommends approval.

   Recommended Motion: Having conducted a public hearing, considered written and spoken public testimony, I move to approve a Resolution approving and adopting the FY27 budget, as recommended by staff.

7. **EAST BILLINGS URBAN RENEWAL DISTRICT (EBURD)** Frontage and Site Improvement Program. The EBURD Advisory Committee recommends approval.

   Recommended Motion: I move to approve the EBURD Frontage and Site Improvement Program, as recommended by the EBURD Advisory Committee.

PUBLIC COMMENT on "NON-AGENDA ITEMS". Speaker Sign-in required. (*Restricted to ONLY items not on this printed agenda. Comments are limited to 3 minutes or as set by the Mayor. Please sign the roster at the cart located at the back of the Council chambers or at the podium.)*

COUNCIL INITIATIVES:

ADJOURN:

Council Chambers are readily accessible to individuals with physical disabilities.

For more information or to make requests for special arrangements, please contact the City Clerk's Office at 657-8210 or e-mail bohlmand@billingsmt.gov, 72 hours prior to the meeting date.

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City Council Regular Business Meeting
Meeting Date: 06/08/2026
TITLE: Purchase of One (1) New 2027 Current Model Aerial Lift Truck
PRESENTED BY: Derick Miller
Department: Public Works
Presentation: No
Legal Review: No
Project Number: N/A

RECOMMENDATION

Staff recommends the City Council approves the purchase of one (1) 2027 aerial lift truck from Altec in the amount of $272,760.

EXECUTIVE SUMMARY

The purchase of one (1) aerial lift truck is included in the approved FY26 Equipment Replacement Plan (ERP) and FY26 Street and Traffic budget. The vehicle is a critical component of the Street and Traffic fleet and supports the installation and maintenance of streetlights, traffic signals, signs, and storm response operations. One responsive bid was received from Altec in the amount of $272,760, approximately 1% above the budgeted amount, with the $3,493 difference to be covered through savings from other FY26 equipment purchases. Staff recommends City Council approve the purchase from Altec.

BACKGROUND (Consistency with Adopted Plans and Policies, if applicable)

The purchase of one (1) aerial lift truck is included in the approved FY26 Equipment Replacement Plan (ERP) and FY26 Street and Traffic budget. This vehicle is a critical component of the Street and Traffic fleet and is used for the installation, maintenance, and repair of streetlights, traffic signals, and signs. The truck also plays an important role in the City's storm response efforts, including the removal of hazardous hanging tree limbs and assisting with the safe removal of downed trees blocking roadways.

The bid was advertised in the Yellowstone County News and on the City's website on May 1, 8, and 15, 2026, with bids opened on May 19, 2026. Altec submitted the only responsive bid. Staff engaged in multiple discussions with the other bidder; however, the bidder was unable to provide the required bid bond and was therefore deemed non-responsive.

FISCAL EFFECTS

The aerial lift truck was budgeted in the FY26 Street and Traffic budget in the amount of $269,267. One responsive bid was received from Altec in the amount of $272,760, which is approximately 1% higher than the budgeted amount. The $3,493 difference will be covered through savings realized from other FY26 equipment purchases.

STAKEHOLDERS

ALTERNATIVES

City Council may:

- Approve purchasing the aerial lift truck; or,
- Not approve the purchase. If not approved, the truck is likely to see increased repair costs and downtime. Extended downtime will result in diminished service levels, especially during emergencies.

City Council Regular Business Meeting
Meeting Date: 06/08/2026
TITLE: West Shuttle Parking Lot Bid Award
PRESENTED BY: Paul Khera
Department: Airport
Presentation: No
Legal Review: Yes
Project Number: 2447.150.25-040-0213

RECOMMENDATION

Staff recommends that the City Council approve and award the low bid of $1,260,899.30 to Knife River Construction for the Billings Airport West Shuttle Parking Lot construction project. This bid price includes Schedule 1, Schedule 2, and the Alternate 1.

EXECUTIVE SUMMARY

The airport does not have enough parking to meet demand. The West Shuttle Lot will provide an additional 300 parking spaces to meet peak demand. Eventually, this parking lot will be expanded to 600 parking spaces so that the long-term parking lot may be closed during the construction of a parking garage.

BACKGROUND (Consistency with Adopted Plans and Policies, if applicable)

Construction of a new 300 stall parking lot to allow overflow parking during heavy travel times. A parking management company will manage this lot and provide a shuttle to and from the terminal. The lot will be striped, have parking lot lights added, and security cameras that tie to the airport security at the Terminal. **Schedule 1** will be the construction of the parking lot, **Schedule 2** will be the lighting and security aspect, and **Alternative #1** will be the embankment work to allow future expansion of the lot. The lot will have to be increased to 600 stalls before the parking garage construction may begin because that construction will tear up the existing long-term parking lot. Once all parking facilities are completed, the airport will have adequate parking for the passengers, employees, special events, and at heavy travel times.

The project was advertised in the Yellowstone County News on April 3, 10, and 17, and posted on the City and Airport's websites. On April 21, 2026, the following bids were received:

NAME OF BIDDER	Security View	Holden Excavating	Knife River	K2 Civil
STATE		MT	MT	MT
Type of Security		Bond	Bond	Bond
Addendum(s)		2	2	2
Schedule 1	Not a responsive bid	$954,849.60	$711,837.30	$834,325.00
Schedule 2		$516,513.50	$496,000.00	$480,000.00
Base Bid Total		$1,471,363.10	$1,207,837.30	$1,314,325.00
Alternate 1		$125,073.00	$53,062.00	$117,110.00
Grand Total		$1,596,436.10	$1,260,899.30	$1,431,435.00

NAME OF BIDDER	Askin Construction	Weave Construction		
STATE	MT	MT		
Type of Security	Bond	Bond		
Addendum(s)	2	2		
Schedule 1	$969,147.00	$1,175,190.00		
Schedule 2	$495,000.00	$498,050.00		
Base Bid Total	$1,464,147.00	$1,673,240.00		
Alternate 1	$130,038.50	$225,710.00		
Grand Total	$1,594,185.50	$1,898,950.00		

Knife River Billings was the lowest bidder by 13%. Knife River has been checked and there is no record of

debarment on the Excluded Parties List System (SAM site).

Construction will begin AFTER the Yellowstone International Air Show for construction cost efficiencies.

FISCAL EFFECTS
This project had an engineer's estimate of $1,506,392.50 and the low bid was $298,493.20 less. This project is not eligible for grants and costs will be paid from the airport's capital improvement program. Parking and operational revenues will reimburse the airport's funds.

STAKEHOLDERS

ALTERNATIVES
The City Council may:

- Approve the award for the West Shuttle Parking Lot to Knife River Construction for $1,260,899.30; or,
- Decline to approve the award, reject all bids, and provide further direction.

Attachments

Bid comparisons
Knife River Bid Submittal
Award Recommendation
Contract Documents
Final Plans

Paul Khera
kherap@billingsmt.gov

CITY OF Billings

BID TABULATION SUMMARY

PROJECT NAME: **West Shuttle Parking Lot Construction** **Date: 4/21/26**

NAME OF BIDDER	Security View	Holden Excavating	Knife River	K2 Civil
STATE		MT	MT	MT
Type of Security		Bond	Bond	Bond
Addendum(s)		2	2	2
Schedule 1	Not a responsive bid	$954,849.60	$711,837.30	$834,325.00
Schedule 2		$516,513.50	$496,000.00	$480,000.00
Base Bid Total		$1,471,363.10	$1,207,837.30	$1,314,325.00
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Grand Total		$1,596,436.10	$1,260,899.30	$1,431,435.00

NAME OF BIDDER	Askin Construction	Weave Construction		
STATE	MT	MT		
Type of Security	Bond	Bond		
Addendum(s)	2	2		
Schedule 1	$969,147.00	$1,175,190.00		
Schedule 2	$495,000.00	$498,050.00		
Base Bid Total	$1,464,147.00	$1,673,240.00		
Alternate 1	$130,038.50	$225,710.00		
Grand Total	$1,594,185.50	$1,898,950.00		

INVITATION TO BID
AIRPORT IMPROVEMENTS
BILLINGS LOGAN INTERNATIONAL AIRPORT
BILLINGS, MONTANA

Notice is hereby given that sealed bids will be received and publicly opened at **2:00 p.m., local time on Tuesday, April 21, 2026** by the Billings City Clerk, via e-mail at bids@billingsmt.gov, or via mail delivery at 316 N. 26th Street, Billings, MT, 59101 (P.O. Box 1178, Billings, MT 59103) for the construction of **"West Shuttle Parking Lot Construction"** to include the following:

Schedule 1 – Parking Lot Construction
Schedule 2 – Lighting and Communication
Additive Alternative #1 – Embankment

This work is to include all tools, equipment, materials and labor to complete this project. The work consists of but is not limited to: Excavation, Backfill, Utility Infrastructure, Asphalt Paving, Lighting, Security Cameras, Pavement Markings, Topsoiling, and Seeding.

Hand Delivered Bids must be sealed and delivered to the City of Billings, at or before **2:00 p.m., local time on Tuesday April 21, 2026,** and marked **"Bid for West Shuttle Parking Lot Construction at the Billings Logan International Airport."** The bidder's name, address and state Contractor's Registration Number shall appear in the lower left hand corner of the envelope.

Bids will be publicly opened and read aloud via Facebook Live on the City's Facebook page: https://www.facebook.com/Billings-MT-City-Government-74352842013/. Bid tabulations will be posted for public viewing after the bids have been opened.

Bid Bond. All bids must be accompanied by lawful monies of the United States or a Cashier's Check, a Certified Check, Bid Bond, Bank Money Order or Bank Draft, drawn and issued by a National Banking Association located in the State of Montana, or by any Banking Corporation incorporated under the Laws of the State of Montana, in an amount equal to not less than ten (10) percent of the total bid, payable to the order of the City of Billings as liquidated damages in the event said successful bidder shall fail or refuse to execute the contract in accordance with the terms of his bid.

Performance and Payment Bond. After a contract is awarded, the successful bidder will be required to furnish a separate Performance and Payment Bond, each in the amount of one hundred percent (100%) of the contract.

Contract Documents. The Contract Documents consisting of half size Drawings and Project Manual may be viewed or obtained by electronic documents online by end of the day on April 3, 2026.

Electronic Transfer - Complete electronic Project Plans, Project Manual, and "**Bid Proposal Packet**" are available at the Morrison-Maierle, Inc. website "**www.m-m.net**", by clicking on the "Projects Bidding" link and selecting this project from the project list. Documents can *only* be viewed on the Morrison-Maierle, Inc. website and cannot be downloaded or printed without purchasing. To purchase and download the project documents in pdf format and be placed on the plan holder's list, click "Download Project PDF" and sign on to QuestCDN.com. Plan documents and "**Bid Proposal Packet**" can be downloaded for a fee of $40.00. Please contact QuestCDN

at 952-233-1632 or email “info@questcdn.com” for assistance in the free membership registration, downloading, and working with this digital project information.

The Owner reserves the right to reject any or all bids and to waive irregularities.
The Bidder must supply all the information required by the bid documents and specifications.

FEDERAL SOLICITATION REQUIREMENTS

TITLE VI SOLICITATION NOTICE: The City of Billings, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4), 28 CFR § 50.3, and 49 CFR Part 21, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, all contractors will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of the owner’s race, color, national origin, sex, creed, age, or disability in consideration for an award.

Davis Bacon. The Contractor will be required to comply with the wage and labor requirements and to pay minimum wages in accordance with the schedule of wage rates established by the United States Department of Labor as referenced in the Contract.

DISADVANTAGED BUSINESS ENTERPRISE:
The requirements of 49 CFR Part 26 including any amendments thereto apply to this contract. It is the policy of the City of Billings – Billings Logan International Airport to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. The Owner encourages participation by all firms qualifying under this solicitation regardless of business size or ownership.

FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)
All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR Part 201, et seq, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

The *Contractor* has full responsibility to monitor compliance to the referenced statute or regulation. The *Contractor* must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

TRADE RESTRICTION CERTIFICATION:
By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror –

1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);
2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and

3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC § 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR § 30.17, no contract shall be awarded to an Offeror or subcontractor:

1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR; or
2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list; or
3) who incorporates in the public works project any product of a foreign country on such USTR list.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

<u>PROHIBITION OF COVERED UNMANNED AIRCRAFT SYSTEMS (UAS)</u>

The Bidder or Offeror certifies that they are aware of and comply with relevant Federal statutes and regulations, including those from the Federal Aviation Administration (FAA), for operating unmanned aircraft systems (UAS) in accordance, and in compliance with all related requirements in the FAA Reauthorization Act of 2024 (Public Law 118-63), section 936 (49 U.S.C. § 44801 note).

Contractor warrants that all UAS operations will be conducted in full compliance with all applicable Federal Aviation Administration (FAA) regulations, including but not limited to 14 CFR Part 107, and any other applicable local, state, or Federal laws and regulations.

Sponsors and subgrant recipients cannot use AIP grant funds to enter into, extend, or renew a contract related to covered unmanned aircraft systems (UAS). This includes both procurement and operational contracts, as well as contracts with entities that operate such systems.

Contractor Registration. Contractors and any subcontractors doing work on this project will require registration with the Montana Department of Labor and Industry. Forms for registration are available from the Department of Labor and Industry, P.O. Box 8011, 1805 Prospect Avenue, Helena, Montana 59604-8011. Information on registration can be obtained by calling 1-800-556-6694. Contractors are required to have been registered with the Department of Labor and Industry prior to bidding on this project.

Funding and Award. This contract will be funded in part by a grant from the Federal Aviation Administration. Therefore, award of the Contract by the Sponsor will be made subject to concurrence of FAA. Bidders may not withdraw Proposals for a period of **sixty (60)** days after the bid opening date.

Pre-bid Conference. The pre-bid conference is hereby established at **2:00 p.m., Tuesday, April 14, 2026**, at the Airport Operations Building, 2281 Overlook Drive (west of the terminal), upstairs conference room. Failure of the Contractor to thoroughly familiarize themselves with the scope of this project does not relieve the Contractor from the requirement of this Agreement. A tour of the work site at the **Billings Logan International Airport** will be conducted following the pre-bid conference.

Published on April 3, 10 and 17, 2026.

Denise R. Bohlman
Billings City Clerk
P.O. Box 1178
Billings, MT 59103

First Publication: **April 3, 2026**
Second Publication: **April 10, 2026**
Third Publication: **April 17, 2026**

SECTION 1.6

BID PROPOSAL

West Shuttle Parking Lot Construction

for

City of Billings, Billings, Montana
BILLINGS LOGAN INTERNATIONAL AIRPORT

April 2026

[X] Completed Bid Form with unit prices in Words and Figures
[X] 10% Bid Security Enclosed
[X] Completed Bidder's List
[X] Evidence of Competency & Evidence of Financial Responsibility
[X] Bid Proposal Signed/Dated
[X] Contractor's Registration Number Provided
[X] Addendums Acknowledged

Name of Bidder Knife River - Billings

Address P.O. Box 80066 Billings, MT 59108

Telephone No. 406-651-2500

Project No. 2447.150.25 -040-0213

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BID PROPOSAL
BILLINGS LOGAN INTERNATIONAL AIRPORT

West Shuttle Parking Lot Construction

To the City of Billings, Montana
(Hereinafter called "Owner")

The undersigned bidder, having examined the plans, specifications and other proposed Contract Documents, the extent, character and location of the proposed work, the nature and type of the excavation to be done, the condition and arrangement of existing structures affecting or affected by the proposed work, and being cognizant of the location and condition of existing roadways giving access to the sites of the work, and the topography of the site of the work, and its effect on drainage and surface runoff which might affect the work, hereby proposes to furnish all materials, tools, labor and equipment for the completion of the approximate quantities of work listed below and all of the work appurtenant thereto in connection with this project for the City of Billings, Billings, Montana.

West Shuttle Parking Lot Construction

Schedule 1 – Parking Lot Construction
Schedule 2 – Lighting and Communication
Additive Alternate #1 – Embankment

And all specified work appurtenant thereto in connection with this project for the City of Billings, Billings, Montana, in accordance with plans, specifications and other contract documents on file at the Office of the Director of Aviation and Transit, Billings Logan International Airport, Billings, Montana, for the unit prices quoted on the bid sheet(s) included herein.

Additional Notes:

A $50,000 contingency has been added to Schedule 2 of the proposal to be included in the total amount. The contingency will cover any additional work that may be necessary for the completion of Schedule 2 outside of the original scope of work. The contingency item may only be used after signed approval by the Owner and Engineer. The Owner shall retain the contingency amount if no additional work is found to be necessary.

SCHEDULE 1
Parking Lot Construction

Bid Item No.	Spec. No.	Description	Qty.	Units	Unit Price	Total Price
101	C-100	Contractor Quality Control Program	1	LS	7,100.00	7,100.00
	seven thousand one hundred and 00/100 (Unit Price Written in Words)		Dollars per LS			
102	C-102	Straw Wattle	330	LF	5.00	1,650.00
	five and 00/100 (Unit Price Written in Words)		Dollars per LF			
103	C-102	Dust Control Emulsion	3.8	Acre	800.00	3,040.00
	eight hundred and 00/100 (Unit Price Written in Words)		Dollars per Acre			
104	C-105	Mobilization	1	LS	47,500.00	47,500.00
	forty seven thousand five hundred and 00/100 (Unit Price Written in Words)		Dollars per LS			
105	C-105	Traffic Control	1	LS	9,000.00	9,000.00
	nine thousand and 00/100 (Unit Price Written in Words)		Dollars per LS			
106	C-105	Signatory Authority Person	1	EA	70.00	70.00
	seventy and 00/100 (Unit Price Written in Words)		Dollars per EA			
107	C-105	Security Badge AOA - Employee	5	EA	200.00	1,000.00
	two hundred and 00/100 (Unit Price Written in Words)		Dollars per EA			
108	P-101	Pavement Removal, Asphalt	17	SY	27.00	459.00
	twenty seven and 00/100 (Unit Price Written in Words)		Dollars per SY			
109	P-151	Tree Removal	1	LS	1,000.00	1,000.00
	one thousand and 00/100 (Unit Price Written in Words)		Dollars per LS			
110	P-152	Unclassified Excavation	27,996	CY	6.30	176,374.80
	six and 30/100 (Unit Price Written in Words)		Dollars per CY			

SCHEDULE 1
Parking Lot Construction

Bid Item No.	Spec. No.	Description	Qty.	Units	Unit Price	Total Price
111	P-152	Exploratory Excavation	5	HR	115.00	575.00
	one hundred fifteen and 00/100		Dollars per HR			
	(Unit Price Written in Words)					
112	P-208	1 ½-inch Crushed Aggregate Base Course	2,749	CY	40.00	109,960.00
	forty and 00/100		Dollars per CY			
	(Unit Price Written in Words)					
113	02510	Asphalt Surface Course Type "B" - Mod	2,460	TN	84.00	206,640.00
	eighty four and 00/100		Dollars per TN			
	(Unit Price Written in Words)					
114	02510	Asphalt Surface Course Binder (PG 64-28)	150	TN	100.00	15,000.00
	one hundred and 00/100		Dollars per TN			
	(Unit Price Written in Words)					
115	02502	Emulsified Asphalt Tack Coat (CSS-1h)	0.5	TN	750.00	375.00
	seven hundred fifty and 00/100		Dollars per TN			
	(Unit Price Written in Words)					
116	02581	Pavement Marking – Yellow (Waterborne) with Glass Beads - 1st Application	2,783	SF	1.25	3,478.75
	one and 25/100		Dollars per SF			
	(Unit Price Written in Words)					
117	02581	Pavement Marking – Yellow (Waterborne) with Glass Beads - 2nd Application	2,783	SF	1.25	3,478.75
	one and 25/100		Dollars per SF			
	(Unit Price Written in Words)					
118	D-701	12-inch RCP Class V Storm Drain with FETS	366	LF	105.00	38,430.00
	one hundred five and 00/100		Dollars per LF			
	(Unit Price Written in Words)					
119	D-701	18-inch RCP Class IV Storm Drain with FETS	75	LF	120.00	9,000.00
	one hundred twenty and 00/100		Dollars per LF			
	(Unit Price Written in Words)					

SCHEDULE 1
Parking Lot Construction

Bid Item No.	Spec. No.	Description	Qty.	Units	Unit Price	Total Price
120	01025	4-inch Bollards	43	EA	350.00	15,050.00
	three hundred fifty and 00/100 (Unit Price Written in Words)		Dollars per EA			
121	01025	6-inch Bollards	3	EA	500.00	1,500.00
	five hundred and 00/100 (Unit Price Written in Words)		Dollars per EA			
122	01025	Post and Chain Fence	540	LF	49.00	26,460.00
	forty nine and 00/100 (Unit Price Written in Words)		Dollars per LF			
123	01025	Sign Post	4	EA	790.00	3,160.00
	seven hundred ninty and 00/100 (Unit Price Written in Words)		Dollars per EA			
124	01025	Single Arm Gate	2	EA	2,000.00	4,000.00
	two thousand and 00/100 (Unit Price Written in Words)		Dollars per EA			
125	02370	MDT Class I Riprap	47	SY	70.00	3,290.00
	seventy and 00/100 (Unit Price Written in Words)		Dollars per SY			
126	01025	Trench Restoration in Asphalt – Storm Drain	55	LF	32.00	1,760.00
	thirty two and 00/100 (Unit Price Written in Words)		Dollars per LF			
127	DWG C-6	Compacted Asphalt Millings, 8-inch Depth	257	CY	13.00	3,341.00
	thirteen and 00/100 (Unit Price Written in Words)		Dollars per CY			
128	DWG D-3	Shuttle Shelter Installation – Owner Provided	1	EA	4,700.00	4,700.00
	four thousand seven hundred and 00/100 (Unit Price Written in Words)		Dollars per EA			
129	T-901	Seeding (Drill)	3.8	Acre	500.00	1,900.00
	five hundred and 00/100 (Unit Price Written in Words)		Dollars per Acre			

SCHEDULE 1
Parking Lot Construction

Bid Item No.	Spec. No.	Description	Qty.	Units	Unit Price	Total Price
130	T-905	Topsoil (Obtained On-Site)	1,015	CY	3.00	3,045.00
	Three and 00/100	Dollars per CY				
	(Unit Price Written in Words)					
131	T-908	Hydro-Mulch	3.8	Acre	2,500.00	9,500.00
	two thousand five hundred and 00/100	Dollars per Acre				
	(Unit Price Written in Words)					
132		Omitted			NA	
		Dollars per				
	(Unit Price Written in Words)					
133		Omitted			NA	
		Dollars per				
	(Unit Price Written in Words)					

TOTAL SCHEDULE 1 **$** 711,837.30

seven hundred eleven thousand eight hundred thirty seven and 30/100 **Dollars**

(Total Schedule 1 Cost Written in Words)

SCHEDULE 2
Lighting and Communication

Bid Item No.	Spec. No.	Description	Qty.	Units	Unit Price	Total Price
201	"E" Sheets	Lighting and Electrical – All "E" Sheets	1	LS	190,000.00	190,000.00
	one hundred ninty thousand and 00/100		Dollars per LS			
	(Unit Price Written in Words)					
202	"T" Sheets	Communications and Cameras – All "T" Sheets	1	LS	256,000.00	256,000.00
	two hundred fifty six thousand and 00/100		Dollars per LS			
	(Unit Price Written in Words)					
203	"E" & "T" Sheets	Contingency	1	LS	$50,000	$50,000
	Fifty thousand		Dollars per LS			
	(Unit Price Written in Words)					
204		Omitted			NA	
			Dollars per			
	(Unit Price Written in Words)					
205		Omitted			NA	
			Dollars per			
	(Unit Price Written in Words)					

TOTAL SCHEDULE 2 **$** 496,000.00

four hundred ninty six thousand and 00/100 **Dollars**

(Total Schedule 2 Cost Written in Words)

ADDITIVE ALTERNATIVE #1
Embankment

Bid Item No.	Spec. No.	Description	Qty.	Units	Unit Price	Total Price
301	C-102	Dust Control Emulsion	0.5	Acre	800.00	400.00
	eight hundred and 00/100		Dollars per Acre			
	(Unit Price Written in Words)					
302	C-105	Mobilization	1	LS	5,000.00	5,000.00
	five thousand and 00/100		Dollars per LS			
	(Unit Price Written in Words)					
303	P-151	Tree Removal	1	LS	15,400.00	15,400.00
	fifteen thousand four hundred and 00/100		Dollars per LS			
	(Unit Price Written in Words)					
304	P-152	Embankment In-Place	20,244	CY	1.50	30,366.00
	one and 50/100		Dollars per CY			
	(Unit Price Written in Words)					
305	T-901	Seeding (Drill)	0.5	Acre	500.00	250.00
	five hundred and 00/100		Dollars per Acre			
	(Unit Price Written in Words)					
306	T-905	Topsoil	132	CY	3.00	396.00
	Three and 00/100		Dollars per CY			
	(Unit Price Written in Words)					
307	T-908	Hydro-Mulch	0.5	Acre	2,500.00	1,250.00
	two thousand five hundred and 00/100		Dollars per Acre			
	(Unit Price Written in Words)					
308		Omitted			NA	
			Dollars per			
	(Unit Price Written in Words)					

TOTAL ADDITIVE ALTERNATIVE #1 **$** 53,062.00

fifty three thousand sixty two and 00/100 **Dollars**

(Total Additive Alternative #1 Cost Written in Words)

SUMMARY OF SCHEDULES

BASE BID TOTAL – SCHEDULE 1 AND SCHEDULE 2

$ 1,207,837.30

BID TOTAL – SCHEDULE 1 + SCHEDULE 2 + ADDITIVE ALTERNATIVE #1

$ 1,260,899.30

NOTE: The following constants and contingency factors have been used as the basis for quantities in the proposal.

DUST CONTROL EMULSION: 10% for contingencies

STRAW WATTLE: 10% for contingencies

UNCLASSIFIED EXCAVATION: 5% for contingencies

1 ½-INCH CRUSHED AGGREGATE BASE COURSE: 5% for contingencies

ASPHALT SURFACE COURSE TYPE "B" - MOD: 150 LB/CF Unit Weight plus 8% for contingencies

ASPHALT SURFACE COURSE BINDER (PG 64-28): 6% Asphalt Content plus 8% for contingencies

EMULSIFIED ASPHALT TACK COAT (CSS-1h): 240 gallons/ton, 0.07 gallons/SY plus 8% for contingencies

PAVEMENT MARKINGS - YELLOW (WATERBORNE) WITH GLASS BEADS – 1ST APPLICATION: 5% for contingencies

PAVEMENT MARKINGS – YELLOW (WATERBORNE) WITH GLASS BEADS – 2ND APPLICATION: 5% for contingencies

COMPACTED ASPHALT MILLINGS, 8-INCH DEPTH: 10% for contingencies

SEDDING (DRILL): 10% for contingencies

TOPSOIL (OBTAINED ON-SITE): 10% for contingencies

HYDRO-MULCH: 10% for contingencies

The undersigned Bidder further agrees to furnish the required bonds, Insurance, Buy American Information and Waiver Requests, and to enter into a contract for the work awarded to him/her within fifteen (15) consecutive calendar days from and including the date of Owner's acceptance of this proposal.

BID BOND: Enclosed herewith is a Bid Bond in the amount of 10% of bid ($ 10% of Bid), which the undersigned agrees is to be forfeited to and become the property of the **City of Billings, Billings, Montana**, as liquidated damages, should this Proposal be accepted and the contract awarded to him/her and he/she fails to enter into a Contract in the form prescribed and to furnish the required bonds within fifteen (15) days as above stipulated, but otherwise, the Bid Guaranty shall be returned to the undersigned upon the signing of the contract and delivery of the approved bonds to the **City of Billings.**

CONTRACT TIME: The Bidder further agrees that if awarded the contract he/she will commence work on or before the date stipulated in the Notice to Proceed, and further agrees to complete all work within the number of calendar days specified in the Special Provision for each Schedule of work, unless the period of completion is extended otherwise by the Contract Documents.

LIQUIDATED DAMAGES AND DAMAGES FOR ADDITIONAL ENGINEERING SERVICES: The Owner shall be entitled to liquidated damages paid by the Bidder, as specified in the Special Provisions.

In addition, the Owner shall be entitled to be paid by the Bidder for actual damages and additional engineering services, as specified in the Special Provisions, during any contract time overrun; for unscheduled employment of the Engineer necessitated by the Contractor working overtime, Sundays or holidays; and for furnishing materials or equipment not in conformance with the Contract Documents, necessitating redesign by the Engineer. Liquidated damages, actual damages and damages for additional engineering services shall be paid by deduction from monthly progress payments and the final payment.

INSURANCE REQUIREMENT: By submitting a bid, the bidder certifies that he/she has reviewed the insurance requirements of the **Special Provisions** and agrees to provide the insurance coverage required under the **Special Provisions** if awarded the contract.

DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION COMMITMENT: The **Billings Logan International Airport** has established a Disadvantaged Business Enterprise (DBE) program in accordance with regulations of the U.S. Department of Transportation (DOT), 49 CFR Part 26. To complete the work included in this contract, the **Billings Logan International Airport** anticipates that it will receive Federal financial assistance from DOT, and as a condition of receiving this assistance, has signed an assurance that it will comply with 49 CFR Part 26.

POLICY: It is the policy of the Department of Transportation that Disadvantaged Business Enterprises (DBE's) as defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement. Consequently, the DBE requirements of 49 CFR Part 26 apply to this agreement.

BIDDER'S LIST: The Owner is required to create a bidders list, consisting of information about **all DBE firms and non-DBE firms (contractors, subcontractors, suppliers, etc.) that bid or quote on DOT-assisted contracts**. The bidder shall **submit with his bid** the name, address, DBE/Non-DBE Status, age, and annual gross receipts, for each firm submitting a bid or quote. A range of annual gross receipts of the firm shall be reported, rather than an exact amount, as noted below. **A bidder who fails to provide complete Bidder's List information with his/her bid may be considered non-responsive and his/her bid may be rejected.**

Bidders List

All firms bidding or quoting on subcontracts for this DOT-assisted project are listed below.

Firm Name	Address	Certified DBE (Y or N)	Age of Firm	GRS*	Type of Work and/or Supplies
Millennium Electric	724 1st Avenue North Billings, MT 59101	N	4	3	Electrical
Hample Excavation	5219 US Hwy 312 East Billings, MT 59105	Y	62	1	Storm Drain
Jares Fence	10640 South Frontage Road Billings, MT 59102	N	47	3	Fencing
Engineered Concrete Products	22466 Bennett Road Rapid City, SD 57701	N	5	2	RCP
HighMark Traffic Services	PO Box Billings, MT 59105	N	20	4	Striping
JT Coatings	138 Orchard Lane Billings, MT 59101	N	2	2	Striping
JCT Construction	2150 East I Road Ballantine, MT 59006	Y	35	1	Seeding
Yellowstone Environmental Contracting LLC	PO Box 998 Miles City, MT 59301	Y	15	3	Seeding
Rinker	1521 South 32nd Street West Billings, MT 59102	N	>20	5	RCP Pipe
Billings Construction Supply	5514 King Avenue East Billings, MT 59101	N	53	3	Traffic Control Signage
CM Tree Service	490 North 31st Street, Ste. 202 Billings, MT 59101	N	6	2	Tree Removal
Andres Landscape	PO Box 1131 Oregon City, OR 97045	Y	+10	2	Seeding
Montana Fence	7403 Entryway Drive Billings, MT 59101	N	49	5	Fencing
Ace Electric	808 West Main Street Laurel, MT 59044	N	51	5	Electrical
3 Bull Contracting LLC	3009 McBride Street Billings, MT 59102	Y	+10	1	Fencint

*GRS – Annual Gross Receipts
Enter 1 for less than $1 million
Enter 2 for more than $1 million, less than $5 million
Enter 3 for more than $5 million, less than $10 million
Enter 4 for more than $10 million, less than $15 million
Enter 5 for more than $15 million.

Bidders List

All firms bidding or quoting on subcontracts for this DOT-assisted project are listed below.

Firm Name	Address	Certified DBE (Y or N)	Age of Firm	GRS*	Type of Work and/or Supplies
Yellowstone Electric Co.	1919 4th Avenue North Billings, MT 59101	N	89	5	Electrical

*GRS – Annual Gross Receipts
Enter 1 for less than $1 million
Enter 2 for more than $1 million, less than $5 million
Enter 3 for more than $5 million, less than $10 million
Enter 4 for more than $10 million, less than $15 million
Enter 5 for more than $15 million.

Upon completion of the project, the Bidder agrees to complete the "**Affidavit of Amounts Paid DBE Participants**" (located in Forms Appendix) indicating actual DBE firms used, a description of utilization, and the amount paid each DBE firm.

The bidder hereby certifies (a) that this bid is genuine and is not made in the interest of, or on behalf of, any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; (b) that he/she has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid; (c) that he/she has not solicited or induced any person, firm or corporation to refrain from bidding; and (d) that he/she has not sought by collusion or otherwise to obtain for himself/herself any advantage over any other bidder or over the **Billings Logan International Airport.**

EVIDENCE OF COMPETENCY: The Contractor shall submit Evidence of Competency in accordance with General Provisions, Section 20-02. The form below satisfies this requirement. **Failure to submit this information will result in rejection of the bid.**

This form is a guideline, and the Contractor is free to submit separate information detailing their Evidence of Competency. If separate Evidence of Competency is submitted with this bid package, and is in accordance with General Provisions, Section 20-02, please state such at the bottom of this form.

Related Work Similar to This Project: In the table below, list projects the bidder has worked on that are similar in nature and magnitude to the project being bid.*

Year	Project Description	$ Amount of Project
* See Attached page		

List of Major Equipment Available for this Project: In the table below, list the major equipment that is available for work on the project.*

* See attached page	

List of Key Personnel Available for Work: In the table below, list key personnel who are available for the work such as project managers, project superintendents, and foremen.*

Name	Title
* See attached page	

*Attach separate sheets as necessary to provide complete information.

☒ We have submitted separate evidence of competency meeting Section 20-02.

The Contractor herby certifies that it has the required experience, equipment, and personnel available and capable of performing the work proposed on this project.

EVIDENCE OF FINANCIAL RESPONSIBILITY: The contractor shall submit Evidence of Financial Responsibility in accordance with General Provisions, Section 20-02. The form below satisfies this requirement. **Failure to submit this information will result in rejection of the bid**. **The "BID BOND" attached to the bid proposal will satisfy the required "Evidence of Financial Responsibility".**

This form is a guideline, and the Contractor is free to submit separate information detailing their Evidence of Financial Responsibility. If separate Evidence of Financial Responsibility is submitted with this bid package, and is in accordance with General Provisions, Section 20-02, please state such at the bottom of this form.*

1. Contractor Financial assets for previous calendar year or fiscal year: * See Attached Bid Bond

   $_____

2. Contractor Financial Liabilities for previous calendar year or fiscal year:

   $_____

3. The Contractor shall check the appropriate box below that best describes the current financial condition at the time the bid is submitted.

   ☐ At the time this bid is submitted, the financial responsibility of the Contractor is approximately the same as the information provided above.

   ☐ At the time this bid is submitted, the true financial responsibility of the Contractor is substantially changed from the previous year. Explain below:

   _____
   _____
   _____
   _____

The Contractor herby certifies that it has the required financial responsibility to construct the work proposed on this project.

☒ We have submitted separate evidence of Financial Responsibility, and is included with the Bid. Proposal.

PROPOSAL SIGNATURE

DATED AT Billings (City), MT (State) this 21 day of April, 2026.

Firm Name Knife River - Billings

IRS E.I. Number 81-0465363

By _____
(Signature)

By Marcolm Long
(Name Printed)

Title Vice President / General Manager

Address P.O. Box 80066 (4014 Hesper Road)

Billings MT 59108 (59106)

JTL GROUP, INC. CORPORATE SEAL 1990 MONTANA

MONTANA CONTRACTOR'S REGISTRATION NUMBER 10089

CONTRACTOR'S UEI NUMBER CJJ1NTFKM2596

The Bidder acknowledges receipt of the following addenda:

Addendum No.:	Date of Issuance:
1	4/17/26
2	4/17/26

Contractor's State Where Incorporated: Montana

Liberty Mutual. SURETY

Bid Bond

CONTRACTOR:
(Name, legal status and address)
Knife River - Billings
P.O. Box 80066
Billings, MT 59108

OWNER:
(Name, legal status and address)
City of Billings
PO Box 1178
Billings, MT 59103

SURETY:
(Name, legal status and principal place of business)
Liberty Mutual Insurance Company
175 Berkeley Street
Boston, MA 02116

MAILING ADDRESS FOR NOTICES:

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: 10% Ten Percent of Amount Bid

PROJECT:
(Name, location or address, and Project number, if any)
West Shuttle Parking Lot Construction

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or other legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 9th day of April, 2026.

Tamara Clay
(Witness)

Knife River - Billings
(Contractor as Principal) *(Seal)*

By: Todd McGreevey
(Title) Construction Manager

Rut Bon.
(Witness)

Liberty Mutual Insurance Company
(Surety)

By: Haley Pflug
(Title) Haley Pflug, Attorney-in-Fact

Init.
/

Liberty Mutual Surety vouches that the original text of this document conforms exactly to the text in **AIA Document A310–2010 Edition Bid Bond.**

Surety Acknowledgment

State of Minnesota }
} ss.
County of Hennepin }

On this 9th day of April 2026, before me personally came Haley Pflug, to me known, who being by me duly sworn, did depose and say that she is the Attorney-in-Fact of Liberty Mutual Insurance Company described in and which executed the above instrument; that she knows the seal of said corporation; that the seal affixed to said instruments is such corporate seal, that it was so affixed by order of the Board of Directors of said corporation, and that she signed her name to it by like order.

KELLY NICOLE ENGHAUSER
Notary Public
State of Minnesota
My Commission Expires
January 31, 2031

Notary Public

POWER OF ATTORNEY

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8215801 - 190003**

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Blake S. Bohlig, Brian D. Carpenter, Charles Draper, Erik T. Gunkel, Haley Pflug, Heather R. Goedtel, Jessica Hecker, Julie Decker, Kathryn E. Kade, Kelly Nicole Enghauser, Laurie Pflug, Maci Scates, Michelle Halter, Michelle Ward, Sara Whitfield

all of the city of Bloomington state of MN each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 19th day of March, 2026.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
Nathan J. Zangerle, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 19th day of March, 2026 before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2029
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 9th day of April, 2026.

By: _____
Renee C. Llewellyn, Assistant Secretary

LMS-12873 LMIC OCIC WAIC Multi Co 02/24

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

Evidence of Competency – Knife River - Billings

Projects:

1.	2019 – BLIA - Commercial Apron Construction	$3,082,000
2.	2020 – Roundup Airfield	$4,700,000
3.	2021 – MDT – Main Street	$7,750,000
4.	2021 – WO 20-12 City of Billings S32nd	$4,062,000
5.	2022 – WO 22-03 City Overlay	$1,040,000
6.	2022 – Northwestern Energy – Rimrock Substation	$1,975,000
7.	2022 – BLIA – West Taxilane	$ 774,000
8.	2023 – BLIA – Commercial Ramp	$2,823,500
9.	2024 – MDT – Mossmain	$20,563,000
10.	2024 – MDT – Rimrock and 62nd	$5,120,000
11.	2024 – BLIA – Cargo Ramp Slot 5	$4,540,000

Equipment (Grading/Paving/Concrete):

1. Excavators – Multiple/Fleet Cat 330 and 320
2. Front end loaders – Multiple/Fleet Cat 950 and larger
3. Graders – Multiple/Fleet Cat 14, John Deere 872 and 772
4. Scrapers – Multiple/Fleet Cat 627 (not to be used on this project)
5. Rollers – Multiple/Fleet Cat Single drum sheepsfoot and smooth drum
6. Concrete Place: Forms, screeds, trucks, small equipment
7. Cat AP1055 Paver (2)
8. Cat AP655 Paver
9. Volvo DD140F Vib Roller (2)
10. Volvo DD120B Vib Roller
11. Bomag BW138AC-5 Roller
12. International 4700 Truck W/ Etnyre Asphalt Distributor
13. Volvo VHD 64BT Water Truck
14. Cat 262D Skid Steer
15. Bomag 6.5’ Roto-Mill Machine
16. Trucks – Fleet: End Dump, Belly Dump, Side Dump, Ready-Mix Concrete trucks

Personnel:

1. Mack Long – General Manager
2. Van Hildreth – Project Manager/Estimator
3. Todd McKeever – Operations Manager
4. Roddo Bakich – Grading Superintendent (Project Superintendent)
5. Chad Devries - Asphalt Superintendent

ADDENDUM NO. ONE (1)

CITY OF BILLINGS
AVIATION AND TRANSIT DEPARTMENT
BILLINGS LOGAN INTERNATIONAL AIRPORT

WEST SHUTTLE PARKING LOT CONSTRUCTION

Morrison-Maierle # 2447.150.25

DATE: **APRIL 17, 2026**
BID OPENING DATE: **APRIL 21, 2026**

RECEIVED BY:

Signature

4/17/26
Date

TO: **ALL PLAN HOLDERS**

The Plans and Specifications for the above captioned project are hereby modified and/or superseded by this Addendum.

Bidders shall note the receipt of this Addendum in the space provided on this Addendum and on the Bid Sheet contained in the Project Manual.

SPECIFICATIONS

Section 1.6 Bid Proposal: Page 16 of 16. At the bottom of the page, **ADD** "Contractor's State Where Incorporated _____"

Section 1.10 Special Provisions: Page 5 of 30. Paragraph 5 Number of Prime Contracts. **DELETE** "Prime Contractor may subcontract work up to 49% of the bid price."

Section C-100 Contractor Quality Control Program: Paragraph 100-3.a. Program Administrator. **DELETE** "The CQCPA must have a minimum of five (5) years of experience in QC pavement construction with prior QC experience on a project of comparable size and scope as the contract.

Included in the five (5) years of paving/QC experience, the CQCPA must meet at least one of the following requirements:

(1) Professional Engineer with one (1) year of airport paving experience.

(2) Engineer-in-training with two (2) years of airport paving experience.

(3) National Institute for Certification in Engineering Technologies (NICET) Civil Engineering Technology Level IV with three (3) years of airport paving experience.

(4) An individual with four (4) years of airport paving experience, with a Bachelor of Science Degree in Civil Engineering, Civil Engineering Technology or Construction."

Section C-100 Contractor Quality Control Program: Paragraph 100-3.c. Staffing Levels. **DELETE** "Where material is being produced in a plant for incorporation into the work, separate plant and field technicians shall be provided at each plant and field placement location. The scheduling and coordinating of all inspection and testing must match the type and pace of work activity."

281300: New Avigilon NVR to be NVR6-STD-FORM-D-64TB-S22.

DRAWINGS

D-3 – DETAILS

- Detail 3 - **DELETE** "3" P-401", **INSERT** "3" Type B-Mod Asphalt"

E-2 - ELECTRICAL PARKING LOT LIGHTING PLAN

- Drawing scale has been removed from each of the plans on the sheet. Refer to the bar scale on the plans and verify the printed scale, as noted on the plan sheet in the lower left-hand corner.

T-2 - ICT PARKING LOT PLAN

- Drawing scale has been removed from each of the plans on the sheet. Refer to the bar scale on the plans and verify the printed scale, as noted on the plan sheet in the lower left-hand corner.
- 2/T-2, Routing changed to use existing conduit out of Mud Wash building and existing handhole on site.
- Conduit bore associated with keynote 16 has been increased to 4".

GENERAL NOTES

1. Existing concrete pad for owner-provided shelter to be removed off-site.

2. Prime contractor may subcontract more than 49% of the bid price. The owner will still only enter into one (1) Prime Contract.

3. Engineer's estimate is approximately $1.35 million for base bid of Schedule 1 + Schedule 2, and $1.5 million for base bid plus Additive Alternative #1.

PRIOR APPROVAL

All material or products supplied by the contractor must meet or exceed the quality and performance of the material or product originally specified. It is the contractor's responsibility to ensure that substituted equipment matches the exterior dimensions, weight, and configuration of the equipment that was specified.

THE CONTRACTOR IS SPECIFICALLY REMINDED THAT THE INDIVIDUAL PRODUCTS MUST MEET OR EXCEED THE QUALITY AND PERFORMANCE OF THE PRODUCT ORIGINALLY SPECIFIED.

ELECTRICAL:

Fixtures and devices have been reviewed for general project compliance only. Bidding contractor, supplier or representative providing products for project consideration shall review a full set of plans and specifications. Items listed below do not represent all products submitted for consideration from the named entity seeking approval, but rather the products that have comments associated with them. No comment for a submitted product shall signify that the product is acceptable.

Submitted product/ Representative: Quantum Lighting

- **Fixture head manufacturers, two were provided for review**:
  - Lumark
  - McGraw-Edison
    - **Both are acceptable to provide products for the project.**
- **Fixture and Pole Finish – All**
  - Provide in Bronze
- **Poles - All**
  - Provide with coupler that is located at 90 degrees from the fixture head

Submitted product/ Representative: Northern Rockies Agency

- **Fixture head manufacturers, two were provided for review**:
  - Gardco
  - ILP
    - **Both are acceptable to provide products for the project.**
- **ILP Heads**
  - Provide all with 10K surge rating option
  - Provide all with a sensor that is capable of 33' minimum mounting/ viewing.
- **ILP Head – Type E2 & E5**
  - House side shield is not required.
- **Gardco Heads**
  - Provide with universal voltage driver
- **Gardco Head – Type E2 & E5**
  - House side shield is not required.
- **Poles – All**
  - Provide with coupler that is located at 90 degrees from the fixture head. Footnote on the cut sheet says that the coupler is located on the same side as the hand hole, and the photo in the cut sheet shows the handhole on the same side as the fixture head.

Issued by Morrison-Maierle, Inc.



Dylan Mahoney, P.E.
Airport Engineer

Prebid Conference Airport West Shuttle Parking Lot Construction

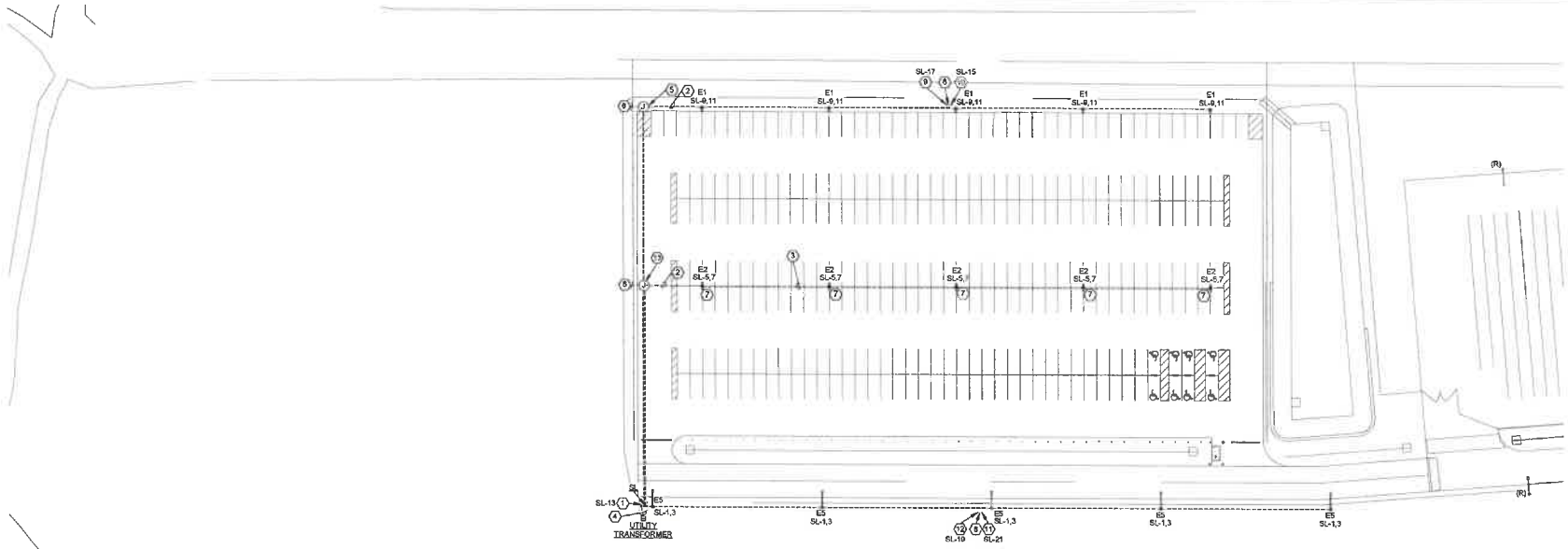
DATE: April 14, 2026

SCOPE OF WORK:
Schedule 1 – Parking Lot Construction – Excavation, Storm Drain, Asphalt Paving, Bollards, Pavement Markings, Seeding.

Schedule 2 – Lighting and Cameras – Conduit, Cable, Light poles, Security Cameras.

ATTENDEES:

	NAME (printed)	ORGANIZATION	TELEPHONE NO.	CELL-PHONE NO.
1	Luke Curtis	Caxton Ex		406-702-9065
2	Carson Holden	Holden Ex		406-321-3040
3	Paul Kheng	B/L	406-657-8339	
4	Jeff Hough	BIL	406-657-8484	
5	Terrance McGee	KB Civil	406-670-5091 325-6001	406-670-5091
6	Amanda Brassell	Yellowstone Electric	4064049241	
7	Brennan Worthington	Yellowstone Electric		406-670-2436
8	Derek Bryan	MWS	406-869-9406	406-690-5908
9	Dennis Ross	Askin	406702-2879	
10	Lucas Rissler	Askin	307-689-9581	
11	Gerry Rafferty	Millennium Electric	406-591-3610	
12	Mick McCarthy	BIL	406-671-5458	
13	Craig Callicott	BIL	406-670-9540	
14	[illegible]	KB	406-672-0954	
15	Dana Babcock	EMX	4066700086	
16	Shawn Gaalswyk	BIL	406 698 3237	
17	Dylan Mahoney	MM	406-750-3637	
18	Heather Mosser	MM	406-237-1239	
19				
20				



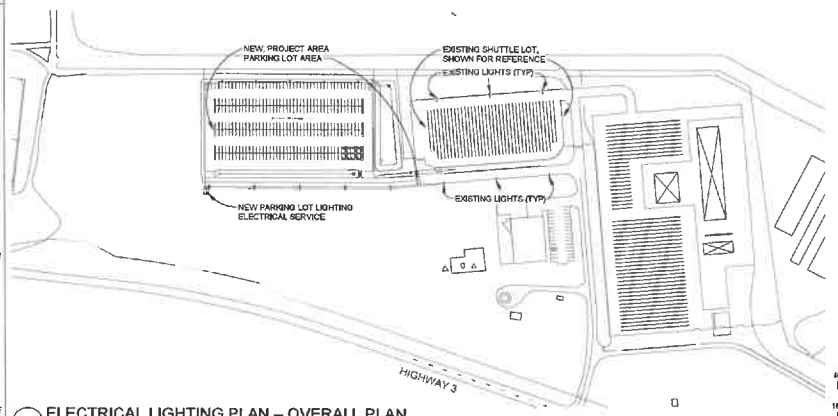
1 ELECTRICAL LIGHTING PLAN – PARKING LOT

ELECTRICAL SITE PLAN GENERAL NOTES

A. IT IS ABSOLUTELY NECESSARY FOR ALL TRADES INVOLVED TO COORDINATE WITH EACH OTHER AND VERIFY THAT THERE ARE NO CONFLICTS IN LOCATION OF CONDUITS, BOXES, AND OTHER ITEMS THROUGHOUT THIS PROJECT BEFORE FINAL PLACEMENT OF MATERIALS.
B. ALL BURIED ELECTRICAL RACEWAYS ROUTED ON SITE SHALL HAVE A MINIMUM OF 24" OF CLEAN, PROPERLY COMPACTED COVER LOCATED OVER THEM WITH CONTINUOUS WARNING TAPE ABOVE AT 15 TO 18 INCHES BELOW FINISHED GRADE.
C. LINES SHOWN ON THE PLAN FROM ELECTRICAL BASED DEVICES TO THE RACK MOUNTED PANELBOARD REPRESENT THE PROPOSED ROUTING PATH FOR RACEWAYS. EC TO SELECT BEST PATH WHEN ROUTING FOR THE LEAST IMPACT ON SITE.
D. SEE E-3 FOR DETAILS REGARDING SITE LIGHTS, INCLUDING CONCRETE POLE BASE CONSTRUCTION DETAIL.
E. EC TO PROVIDE A CIRCUIT CONSISTING OF #10'S THROUGHOUT IN 1" PVC FOR ALL SITE LIGHTS AND POWER CONSUMING DEVICES. UNO.
F. ANY UNUSED FACTORY OPENING PROVISION IN THE LIGHT POLES SHALL BE PLUGGED AT PROJECT CLOSE. SEE NOTES IN THE LUMINAIRE SCHEDULE, ON SHEET E-1 FOR ADDITIONAL INFORMATION.
G. COORDINATE ALL POLE LIGHT LOCATIONS WITH CIVIL DRAWINGS, UTILITY MAPS AND GRADING PLANS, INCLUDING ANY/ALL CONTRACTUAL CLARIFICATIONS OR CHANGES. LIGHTING FIXTURES ON SITE PLANS ARE SHOWN IN SCHEMATIC FORM AND ARE NOT TO SCALE. VERIFY FINISH GRADE HEIGHT PRIOR TO SETTING BASES. POLE LIGHT LOCATIONS ARE BASED ON ACCURATE LIGHTING CALCULATIONS, BUT MAY NEED TO BE SHIFTED SLIGHTLY TO PROPERLY ALIGN THE FIXTURES AESTHETICALLY AND TO AVOID ENCROACHMENT ON TRAVEL LANES, PARKING SPOTS, CURBS, SIDEWALKS, OVERHEAD UTILITY LINES, ETC.
H. EC SHALL REVIEW A FULL SET OF CIVIL PLANS AND COORDINATE WITH THE CIVIL CONTRACTOR TO IDENTIFY ALL UNDERGROUND, EXISTING AND PROPOSED UTILITIES TO BE ROUTED ON THE SITE. EC SHALL VERIFY ALL UTILITY ROUTING PRIOR TO ANY DIGGING OR TRENCHING ON THE SITE. THE EC SHALL HAVE COORDINATION MEETINGS WITH ALL SITE BASED UTILITIES TO INSURE ALL PARTIES ARE IN AGREEANCE WITH PROJECT NEEDS AND SUPPORT ITEMS TO PROVIDE A FULLY FUNCTIONAL PROJECT.

② KEY NOTES:

1 SEE PANELBOARD/METER BASE DETAIL ON E-3 FOR CONSTRUCTION OF THE ELECTRICAL CONTRACTOR BUILT, FREE-STANDING UNI-STRUT RACK THAT SHALL SUPPORT METER, PANELBOARD AND SERVICE RECEPTACLE. CIRCUIT NOTED IS FOR POWERING OF THE RECEPTACLE LOCATED UNDER THE PANEL, AS SHOWN IN THE DETAIL.
2 HOME RUN CIRCUIT FROM THIS FIXTURE TO THE PANEL SHALL BE COMPRISED OF 2 #4 AWG CU + #10 GND IN 1 1/2" CONDUIT.
3 CIRCUIT BETWEEN THESE LIGHT POLES OR POLE TO PANEL SHALL BE COMPRISED OF: 2 #6 AWG CU + #10 GND IN 1" CONDUIT.
4 PROPOSED ROUTING PATH FROM SECONDARY SIDE OF TRANSFORMER TO THE METER SOCKET. FINAL ROUTING SHALL BE COORDINATED WITH NORTHWESTERN ENERGY.
5 EC TO PROVIDE A TYPE 1 PULL BOX WITH TRAFFIC RATED LID THAT READS "LIGHTING". BOX SHALL BE USED TO ACCEPT CONDUCTORS FOR NORTH SITE LIGHTS NOW AND BE THE PULLING LOCATION FROM THE SITE PANEL TO FUTURE NORTH, WEST SITE LIGHTS. EC TO ROUTE 2-1 1/2" CONDUITS TO THIS BOX, ONE WILL BE USED FOR POWER OF LIGHTS NOW AND OTHER SHALL BE A SPARE AND USED WITH FUTURE LIGHTS. PROVIDE A PULL STRING IN SPARE CONDUIT ITS ENTIRE DISTANCE TO PANEL. SEE HANDHOLE DETAIL ON E-3 FOR BOX STYLE DESCRIPTION.
6 ELECTRICAL CONTRACTOR SHALL STUB A 1 1/2" CONDUIT OUT OF IN-GRADE PULL BOX A DISTANCE OF 5' INTO UN-DISTURBED EARTH OR PAST THE EDGE OF CURRENT PROJECT PAVING, WHICHEVER IS LESS, POINT IN THE DIRECTION OF THE "FUTURE LOT" TO THE WEST TO ALLOW FOR EASE OF EXTENDING CIRCUITRY IN THE FUTURE. CAP CONDUIT AND MARK THE END WITH A ¼" REBAR IN 6' LENGTH THAT IS LOCATED ON TOP OF THE CONDUIT HORIZONTALLY TO ALLOW FOR EASE OF LOCATING THE CONDUIT IN THE FUTURE.
7 EC SHALL PAINT THE EXPOSED PORTION OF THE POLE BASE LOCATED ABOVE GRADE SAFETY YELLOW AFTER A MINIMUM OF 14 DAYS OF CURE HAS LAPSED.
8 LOCATION OF ICT CONTRACTOR CONSTRUCTED "H" FRAME RACK TO ALLOW ICT CONTRACTOR TO MOUNT ALL REQUIRED SECURITY CAMERA GEAR UPON IN AN ICT CONTRACTOR-PROVIDED ENCLOSURE. ELECTRICAL CONTRACTOR SHALL PROVIDE A DOUBLE DUPLEX RECEPTACLE MOUNTED INSIDE THE EQUIPMENT ENCLOSURE AS WELL AS A 3/4"X10' CU/CLAD GROUND ROD DRIVEN INTO EARTH AT THE BASE OF THE H FRAME. CONNECT ROD TO THE GROUND BAR, PROVIDED IN ENCLOSURE BY THE ICT CONTRACTOR WITH A #6 COPPER CONDUCTOR. SEE DETAIL ON T-3 FOR ADDITIONAL INFORMATION AND PROPOSED ARRANGEMENT OF EQUIPMENT IN THE ENCLOSURE.
9 UTILIZE #6 AWG CU CONDUCTORS IN 1" CONDUIT THROUGHOUT THE ENTIRE SERVING CIRCUIT FOR POWERING OF SECURITY CAMERA GEAR. CONDUIT TO PANEL NOT SHOWN, SHARE TRENCH WITH LIGHTING CIRCUIT FOR ROUTING.
10 GFI RECEPTACLE WITH WEATHERPROOF, IN-USE COVER MOUNTED ON ICT CONTRACTOR BUILT "H" FRAME RACK. LOCATE RECEPTACLE ON RACK FOR BEST FIT WITH ICT CONTRACTOR EQUIPMENT, AT 12" BELOW THE EQUIPMENT ENCLOSURE. RECEPTACLE SHALL BE FED WITH A #6 AWG HOME RUN IN 1" CONDUIT, PIG TAIL CONDUCTORS IN BOX WITH #12'S TO SUPPORT CONNECTION. CONDUIT TO PANEL NOT SHOWN, SHARE TRENCH WITH LIGHTING CIRCUIT FOR ROUTING.
11 UTILIZE #10 AWG CU CONDUCTORS IN 1" CONDUIT THROUGHOUT THE ENTIRE SERVING CIRCUIT FOR POWERING OF SECURITY CAMERA GEAR. CONDUIT TO PANEL NOT SHOWN, SHARE TRENCH WITH LIGHTING CIRCUIT FOR ROUTING.
12 GFI RECEPTACLE WITH WEATHERPROOF, IN-USE COVER MOUNTED ON ICT CONTRACTOR BUILT "H" FRAME RACK. LOCATE RECEPTACLE ON RACK AT 12" BELOW THE EQUIPMENT ENCLOSURE AND ADJUST FOR BEST FIT WITH ICT CONTRACTOR EQUIPMENT. RECEPTACLE SHALL BE FED WITH A #10 AWG HOME RUN IN 1" CONDUIT, PIG TAIL CONDUCTORS IN BOX WITH #12'S TO SUPPORT CONNECTION. CONDUIT TO PANEL NOT SHOWN, SHARE TRENCH WITH LIGHTING CIRCUIT FOR ROUTING.
13 EC TO PROVIDE A TYPE 2 PULL BOX WITH TRAFFIC RATED LID THAT READS "LIGHTING". BOX SHALL BE USED TO ACCEPT CONDUCTORS FOR CENTER SITE LIGHTS NOW AND BE THE PULLING LOCATION FROM THE SITE PANEL TO FUTURE CENTER, WEST SITE LIGHTS. EC TO ROUTE 2-1 1/2" CONDUITS TO THE BOX, ONE WILL BE USED FOR POWER OF LIGHTS NOW AND THE OTHER SHALL BE A SPARE AND USED WITH FUTURE LIGHTS. PROVIDE A PULL STRING IN SPARE CONDUIT ITS ENTIRE DISTANCE TO PANEL. OTHER CONDUITS SHOWN IN PLAN THAT ROUTE TO THE PROJECT NORTH, UNDER THIS BOX SHALL PASS THROUGH. LOCATE BOX ON THE WEST EDGE OF CURRENT LOT SUCH TO MINIMIZE FUTURE IMPACT WHEN PAVING OF WEST "FUTURE" PARKING LOT IS UNDERTAKEN. SEE HANDHOLE DETAIL ON E-3 FOR BOX STYLE DESCRIPTION.



2 ELECTRICAL LIGHTING PLAN – OVERALL PLAN

100% CD
APRIL 2026

VERIFY SCALE:
THESE PRINTS MAY BE REDUCED. USE BELOW MEASURES ONLY WHEN ON ORIGINAL DRAWING.
MODIFY SCALE ACCORDINGLY!

PLOTTED ON 4/13/2026 1:53:18 PM

REVISIONS

NO.	DESCRIPTION	DATE	BY
1	Addendum #1	4-17-26	TJ/CO

Morrison Maierle
engineers · surveyors · planners · scientists
515 N. 25th Street, Suite 120, Billings, MT 59101
406.656.6000 www.m-m.net

JEFFREY L. CAMPBELL 12720 PE 4-2-26 LICENSED PROFESSIONAL ENGINEER

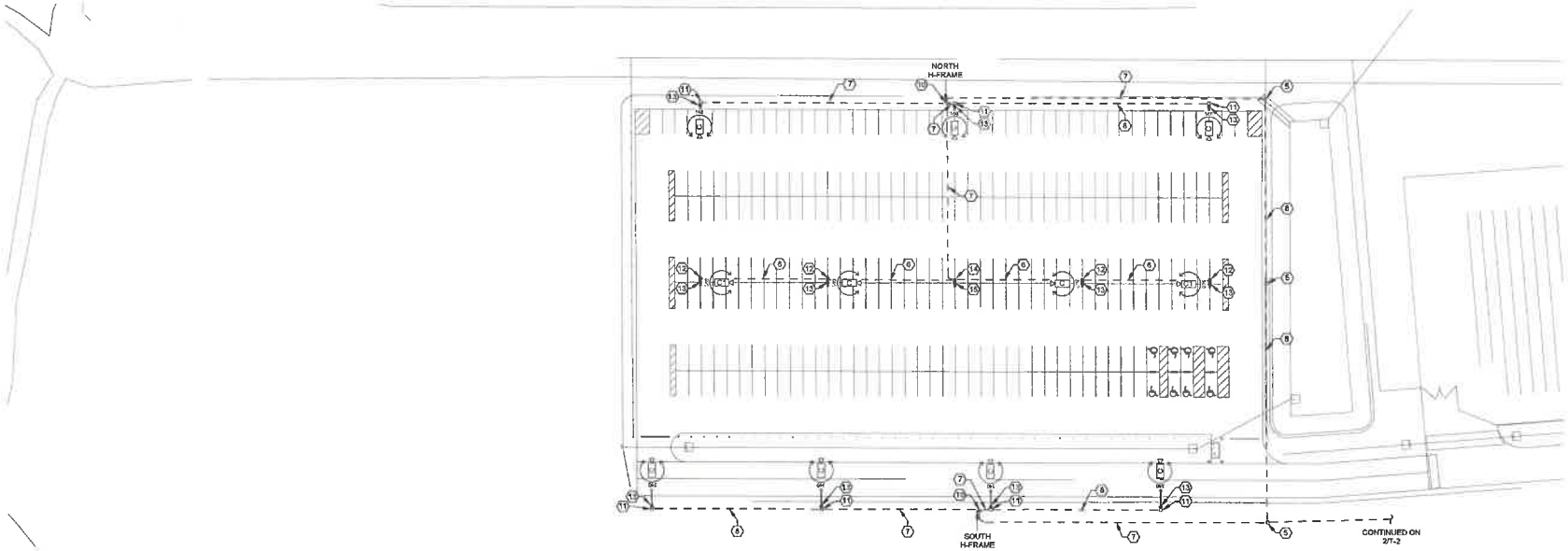
DRAWN BY	TMJ
DSGN. BY	TMJ
CHKD. BY	JLK
DATE	04/2026
Q.C. REVIEW BY:	GLS
DATE	3/23/26

BILLINGS LOGAN INTERNATIONAL AIRPORT
WEST SHUTTLE PARKING LOT CONSTRUCTION
BILLINGS MONTANA

ELECTRICAL PARKING LOT LIGHTING PLAN

PROJECT NUMBER 2447.150.25
SHEET NUMBER 16
DRAWING NUMBER E-2

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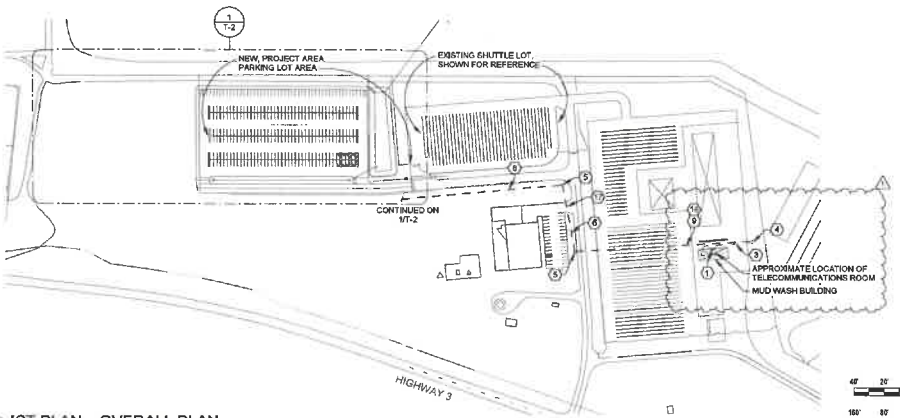
1 ICT PLAN – PARKING LOT

GENERAL ICT SITE NOTES

A. IT IS ABSOLUTELY NECESSARY FOR ALL TRADES INVOLVED TO COORDINATE WITH EACH OTHER.
B. CONTRACTOR IS RESPONSIBLE FOR ALL CUTTING OF SIDEWALKS, PAVEMENT, FLOORS, WALLS, CEILINGS, ROOFS, ETC. TO PERFORM THE REQUIRED WORK DEPICTED IN THESE DOCUMENTS. THE CONTRACTOR IS RESPONSIBLE FOR ALL PATCHING OF HOLES TO THE SATISFACTION OF THE ARCHITECT/ENGINEER.
C. ALL CONDUITS SHALL HAVE A MAXIMUM COMBINED BEND RADIUS OF 180 DEGREES BETWEEN PULL POINTS.
D. ALL CONDUIT ENDS SHALL BE FURNISHED WITH PLASTIC BUSHINGS FOR CABLE PROTECTION.
E. PROVIDE PULL STRINGS FOR ALL CONDUITS INSTALLED GREATER THAN 10'.
F. LINES SHOWN ON THE PLAN FROM ICT BASED DEVICES TO THE BUILDING REPRESENT THE PROPOSED ROUTING PATH FOR PATHWAYS. CONTRACTOR SHALL SELECT BEST PATH WHEN ROUTING FOR THE LEAST IMPACT ON SITE OR BUILDING.
G. PRIOR TO ANY TRENCHING, CONTACT 811 'CALL BEFORE YOU DIG' AND COORDINATE WITH OWNER AND UTILITIES TO LOCATE ALL BURIED POWER, COMMUNICATIONS, GAS, WATER, SEWER, IRRIGATION PIPING, ETC. FROM THIS INFORMATION, ESTABLISH THE BEST ROUTING AND PLAN FOR AREAS THAT WILL REQUIRE HAND DIGGING.
H. ALL PATHWAYS ON SITE SHALL HAVE A MINIMUM OF 36" OF CLEAN, PROPERLY COMPACTED COVER.
I. CAREFULLY CUT AND RETAIN SOD ALIVE FOR REINSTALLATION, SAW CUT, REMOVE, AND LEGALLY DISPOSE OF CONCRETE AND ASPHALT.
J. INSTALL MOLDED PLASTIC INTERMEDIATE (HORIZONTAL) SPACERS EVERY SIX FEET WHENEVER TWO OR MORE CONDUITS ARE INSTALLED IN A TRENCH. MAINTAIN A MINIMUM 12-INCH SEPARATION BETWEEN POWER AND COMMUNICATIONS CONDUITS. WHERE TRENCH IS SHARED WITH OTHER UTILITIES, A MINIMUM 24-INCH SEPARATION SHALL BE MAINTAINED FROM WATER, GAS, OR SEWER LINES. ALL CONDUIT SEPARATIONS ARE MEASURED SURFACE-TO-SURFACE AND NOT CENTER-TO-CENTER.
K. FILL TRENCH AND COMPACT TO MATCH ADJACENT UNDISTURBED SOIL. REPLACE SOD TO MATCH EXISTING. POUR CONCRETE AND REPLACE ASPHALT TO MATCH ADJACENT SURFACES.
L. CONTRACTOR SHALL BE RESPONSIBLE FOR REPAIR OF ANY DAMAGE TO EXISTING BURIED POWER, COMMUNICATIONS, GAS, WATER, SEWER, IRRIGATION PIPING, ETC. AND SHALL HIRE TRAINED AND CERTIFIED CRAFTSMEN TO PERFORM THE REPAIRS AND BRING THEM BACK TO 'LIKE EXISTING' CONDITIONS. REPAIR WORK WILL NOT BE CONSIDERED COMPLETE UNTIL ALL SYSTEMS ARE ONCE AGAIN FUNCTIONING PROPERLY AND OWNER IS SATISFIED WITH THE REPAIRS.
M. EXISTING UTILITIES AND SITE CONDITIONS ARE NOT SHOWN ON THESE DRAWINGS. REFER TO CIVIL DRAWINGS FOR LOCATION OF EXISTING UTILITIES AND SITE INFORMATION.

KEY NOTES:

1. EXISTING WALL MOUNTED TELECOMMUNICATIONS CABINET LOCATION. PROVIDE RACK MOUNTED FIBER OPTIC PATCH PANEL. PROVIDE (4) 1 GIGABIT LC SFPs FOR EXISTING VIGITRON SWITCH. SEE SPECIFICATIONS FOR ADDITIONAL DETAILS.
2. NOT USED
3. EXISTING 4" CONDUIT BETWEEN TELECOMMUNICATIONS ROOM AND EXISTING HANDHOLE. USE PATHWAY TO RUN FIBER.
4. APPROXIMATE LOCATION OF EXISTING HANDHOLE. PROVIDE TYPE II COMMUNICATIONS HANDHOLE. SEE DETAIL 6/T-3 FOR ADDITIONAL INFORMATION.
5. TRENCH 2" SCHEDULE 40 PVC CONDUIT BETWEEN COMMUNICATION HANDHOLES AS SHOWN. SEE DETAIL 2/T-3 FOR ADDITIONAL INFORMATION.
6. TRENCH 2" SCHEDULE 40 PVC CONDUIT BETWEEN COMMUNICATION HANDHOLES AS SHOWN. SEE DETAIL 2/T-3 FOR ADDITIONAL INFORMATION.
7. TRENCH 2" SCHEDULE 40 PVC CONDUIT BETWEEN COMMUNICATION HANDHOLE AND H-FRAME MOUNTED COMMUNICATIONS ENCLOSURE AS SHOWN. SEE DETAIL 2/T-3 FOR ADDITIONAL INFORMATION.
8. TRENCH 2" SCHEDULE 40 PVC CONDUIT BETWEEN COMMUNICATION HANDHOLES AS SHOWN. SEE DETAIL 2/T-3 FOR ADDITIONAL INFORMATION.
9. RUN (1) 12-STRAND SINGLE MODE FIBER OPTIC CABLE FROM TELECOMMUNICATIONS RACK (KEYNOTE 1) TO EACH H-FRAME MOUNTED COMMUNICATIONS ENCLOSURE (KEYNOTE 16), USE PATHWAY SHOWN.
10. COMMUNICATIONS NEMA ENCLOSURE MOUNTED TO H-FRAME. SEE DETAILS 3/T-3 AND 4/T-3 FOR ADDITIONAL DETAILS.
11. PROVIDE TYPE III COMMUNICATIONS HANDHOLE. SEE DETAIL 6/T-3 FOR ADDITIONAL INFORMATION.
12. PROVIDE TYPE IV COMMUNICATIONS HANDHOLE. SEE DETAIL 6/T-3 FOR ADDITIONAL INFORMATION.
13. LIGHT POLE LOCATION. SEE DETAIL 1/T-3 AND ELECTRICAL PLANS FOR ADDITIONAL INFORMATION.
14. PROVIDE TYPE II COMMUNICATIONS HANDHOLE. SEE DETAIL 5/T-3 FOR ADDITIONAL INFORMATION.
15. LIGHT POLE LOCATION. PROVIDE TRENCH RESTORATION FOR ROADWAY CROSSING. SEE CIVIL DETAIL 3/C-3 FOR ADDITIONAL INFORMATION.
16. BORE A SINGLE 4" HDPE SDR 11 CONDUIT BETWEEN COMMUNICATION HANDHOLES AS SHOWN.



2 ICT PLAN – OVERALL PLAN

BICSI REGISTERED COMMUNICATIONS DISTRIBUTION DESIGNER
PMCD TRAINING
BICSI ID # 0000172
EXPIRES 12-31-26

N

40' 20' 0 40' 80'
SCALE IN FEET - PARKING LOT
160' 80' 0 160' 320'
SCALE IN FEET - OVERALL PLAN

100% CD
APRIL 2026

VERIFY SCALE!
THESE PRINTS MAY BE REDUCED. LINE BROWN MEASURES ONE INCH ON ORIGINAL DRAWING.
MODIFY SCALE ACCORDINGLY!

REVISIONS

NO.	DESCRIPTION	DATE	BY
1	Addendum #1	4-17-26	TJICO

Morrison Maierle
engineers · surveyors · planners · scientists
313 N. 25th Street, Suite 102, Billings, MT 59101
406.256.6000 www.m-m.net

MONTANA REGISTERED PROFESSIONAL ENGINEER
65120 PE
4-2-26

DRAWN BY	CCO
DSGN. BY	PJW
APPR. BY	PJW
DATE	04/2026
Q.C. REVIEW BY	PMH
DATE	3/30/26

BILLINGS LOGAN INTERNATIONAL AIRPORT
WEST SHUTTLE PARKING LOT CONSTRUCTION
BILLINGS MONTANA

ICT PARKING LOT PLAN

PROJECT NUMBER 2447.150.25
SHEET NUMBER 19
DRAWING NUMBER **T-2**

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ADDENDUM NO. TWO (2)

CITY OF BILLINGS
AVIATION AND TRANSIT DEPARTMENT
BILLINGS LOGAN INTERNATIONAL AIRPORT

WEST SHUTTLE PARKING LOT CONSTRUCTION

Morrison-Maierle # 2447.150.25

DATE: **APRIL 17, 2026**
BID OPENING DATE: **APRIL 21, 2026**

RECEIVED BY:

Signature

4/17/26
Date

TO: **ALL PLAN HOLDERS**

The Plans and Specifications for the above captioned project are hereby modified and/or superseded by this Addendum.

Bidders shall note the receipt of this Addendum in the space provided on this Addendum and on the Bid Sheet contained in the Project Manual.

GENERAL NOTES

1. ICT Boring Information. For Construction Drawings will be issued following the bid opening. Minimum boring pipe size is 3 inches. Boring pipe can be Schedule 80 PVC or HDPE SDR 11. Both materials are approved.

Issued by Morrison-Maierle, Inc.

Heather Mosser

Heather Mosser, P.E.
Airport Engineer

Morrison Maierle
engineers ▪ surveyors ▪ planners ▪ scientists

315 NORTH 25TH STREET • SUITE 102 • BILLINGS, MT 59101
406.656.6000 • www.m-m.net

April 30, 2026

Paul Khera
Department of Aviation and Transit
Billings Logan International Airport
1901 Terminal Circle
Billings, MT 59105

RE: West Shuttle Parking Lot Construction
Billings Logan International Airport

Dear Paul,

Following the bid opening held on April 21, 2026, bids for the *West Shuttle Parking Lot Construction* project were reviewed for responsiveness, contractor qualifications, and compliance with the bidding documents.

A total of five (5) bids were received. All bidding documents submitted by Knife River – Billings were reviewed and found to be complete, responsive, and in conformance with the contract documents. Knife River submitted the lowest responsive and responsible bid for Schedules 1 (Parking Lot Construction) and 2 (Lighting and Communication), totaling $1,207,837.30. This is 8.8% lower than K2 Civil and 12% lower than the Engineering Estimate.

Based on the bid tabulation and evaluation, Knife River possesses the experience, personnel, and equipment necessary to successfully complete the project in accordance with the plans and specifications.

In addition, it is recommended that Additive Alternate No. 1 – Embankment be included in the contract award. Knife River submitted the lowest bid for Additive Alternate No. 1 in the amount of $53,062.00, which aligns with the project's overall scope, available funding, and anticipated future projects. Incorporating Additive Alternate No. 1 at this time is advantageous to the Airport, as the Additive Alternative No. 1 price is approximately half of the second-lowest bidder. Knife River's unit price to grade and compact embankment fill for future phases is $1.50 per cubic yard, which is approximately 35 percent lower than all other bid amounts, representing a significant cost benefit to the Airport.

Morrison Maierle
engineers ▪ surveyors ▪ planners ▪ scientists

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Recommendation:
Award the *West Shuttle Parking Lot Construction* contract to Knife River – Billings for:

- Schedule 1 and Schedule 2 in the amount of $1,207,837.30, and
- Additive Alternate No. 1 in the amount of $53,062.00,

for a total contract award of $1,260,899.30, subject to execution of the contract documents and receipt of required bonds and insurance.

We have checked for debarment of the prime contractor. There is no record of debarment on the Excluded Parties List System (EPLS).

Sincerely,

MORRISON MAIERLE

Heather Mosser

Heather Mosser, P.E.
Senior Project Manager

cc: File: 2447.150.25

PROJECT MANUAL

Volume 1 of 1

WEST SHUTTLE PARKING LOT CONSTRUCTION
for
City of Billings, Billings, Montana
BILLINGS LOGAN INTERNATIONAL AIRPORT

Locally Funded

April 2026

Morrison Maierle
engineers ▪ surveyors ▪ planners ▪ scientists

Billings Office
315 N 25th St , Suite 102
Billings, MT 59101
(406) 656-6000

EXECUTED CONTRACT DOCUMENTS
See Section 00100 for Bid Proposal Packet Information

Name: KNIFE RIVER - BILLINGS

Address: _____

Telephone: _____

Section 1.5 Contract

THIS CONTRACT, made as of _____ by and between the **City of Billings**, hereinafter called the OWNER, and _____ hereinafter called the CONTRACTOR.

WITNESSETH THAT, whereas the OWNER intends to construct improvements at Billings Logan International Airport, **West Shuttle Parking Lot Construction**, consisting of:

Schedule 1 – Parking Lot Construction
Schedule 2 – Lighting and Communication
Additive Alternative #1 - Embankment

hereinafter called the PROJECT, in accordance with Drawings, Specifications and other Contract Documents prepared by **Morrison-Maierle, Inc.,** hereinafter called the ENGINEER, and as such designated by the parties hereto as an agent for the OWNER to protect the interests of the OWNER and to ensure that the CONTRACTOR's work is done in full compliance with the terms of this CONTRACT.

NOW, THEREFORE, the OWNER and the CONTRACTOR, for the considerations herein set forth, agree as follows:

THE CONTRACTOR AGREES to furnish all the necessary labor, materials, equipment, tools and services necessary to perform and complete, in a workmanlike manner, all work required for the construction of the Project included in the following units and items of the Proposal in strict compliance with the Contract Documents herein mentioned, which are hereby made a part of the Contract:

A. CONTRACT TIME: Work under this Contract shall commence upon written Notice To Proceed and shall be completed within the specified calendar days of the commencement of the Contract Time as specified in the Special Provisions.

B. LIQUIDATED DAMAGES AND ACTUAL DAMAGES: Subject to the provisions of the General and Special Provisions, the OWNER shall be entitled to be paid by the Contractor for liquidated damages, actual damages and damages for additional engineering services as specified in the Special Provisions and as referenced in the “Bid Proposal”. (See attached “Acknowledgement of Liquidated Damages” form.)

C. LOBBY DISCLOSURE: As a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code, the Contractor agrees to provide Certification of Disclosure of Lobbying activities and shall require that the language of this certification be included in the award of documents for all sub-awards at all tiers and that all sub-recipients shall certify and disclose accordingly. (See attached “Disclosure of Lobbying Activities” form.)

D. SUBCONTRACTORS: The CONTRACTOR agrees to bind every subcontractor by the terms of the Contract Documents and incorporate into all subcontracts and purchase orders the required contract provisions in Section 1.8. The Contract Documents shall not be construed as creating any contractual relation between subcontractor and the OWNER.

E. CONTRACT PRICE: THE OWNER AGREES to pay, and the CONTRACTOR agrees to accept, in full payment for the performance of this Contract, the Contract amount of one million and two hundred sixty thousand and eight hundred ninety-nine and 30/100 Dollars ($ 1,260,899.30) based on the prices stipulated in the Proposal and in accordance with the provisions of the Contract Documents.

F. PAYMENT PROCEDURES: Progress payments will be made in accordance with the General Conditions and Special Provisions.

G. CONTRACT DOCUMENTS: The term "CONTRACT DOCUMENTS" as used herein shall mean and include this Contract (Section 1.5) and the entire Project Manual consisting of Parts 00 through 16, and any modifications thereto issued after execution. All such documents are hereby incorporated by reference and made a part of this Contract. In the event any provision of one Contract Document conflicts with the provision of another Contract Document, the provision in that Contract Document first listed below shall govern, except as otherwise specifically stated:

a. Contract (This Instrument)
b. Performance and Payment Bonds
c. Addenda to Contract Documents (List): TWO (2)
d. Legal and Procedural Documents:
    1. Proposal
    2. Proposal Guaranty
    3. Instructions to Bidders
    4. Invitation to Bid
e. Special Provisions
f. Drawings (List Sheet Numbers): 20 sheets
g. Technical Provisions
h. General Conditions

H. AUTHORITY AND RESPONSIBILITY OF THE ENGINEER: The ENGINEER shall decide any and all questions which may arise as to the quality and acceptability of materials furnished, work performed, rate of progress of work, interpretation of drawings and specification, and all questions as to the acceptable fulfillment of the Contract on the part of the CONTRACTOR. In acting in this capacity under this Contract, the ENGINEER is acting as an agent for the OWNER to protect the interest of the OWNER. ENGINEER will endeavor for the benefit of the OWNER to determine, in general, if the work is proceeding in accordance with the contract documents. ENGINEER will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work. ENGINEER'S efforts will be directed toward providing for owner a greater degree of confidence that the completed work will conform generally to the contract documents. This service does not include direction or supervision of the CONTRACTOR's employees, agents or subcontractors, or the inspection of any of the equipment, installations, temporary shoring, or any other of the CONTRACTOR's operations or those of his subcontractor, to safeguard their agents or public employees or the general public, or to prevent damage to public or private property, these being the sole responsibility of the CONTRACTOR.

I. SAFETY PROVISIONS: It is a condition of the Contract, and shall be made a condition of each subcontract entered into pursuant to this Contract, that the CONTRACTOR and any subcontractor shall not require any laborer or mechanic employed in performance of the Contract to work in surroundings or under working conditions which are unsanitary, hazardous, or

dangerous to his health and safety, as determined under construction safety and health standards. Title 29 Code of Federal Regulations, Part 1518, 36 F.R., 7340, promulgated by the United States Secretary of Labor in accordance with Section 107 of the Contract Work Hours and Safety Standards Act, 82 Stat. 96.

J. LABOR PROVISIONS: The labor provisions of Section 1.8 A9 Davis Bacon Requirements are hereby made a part of this contract.

K. SUCCESSORS AND ASSIGNS: This contract and all of the covenants hereof shall ensure to the benefit of, be binding upon the OWNER and the CONTRACTOR respectively, and his partners, successors, assigns, and legal representatives. Neither the OWNER nor the CONTRACTOR shall have the right to assign or transfer his interests or obligations hereunder without written consent of the other party.

L. ATTORNEY'S FEES: In the event either party engages the services of an attorney to enforce any provisions hereof or to secure payments, the prevailing Party in any action to compel compliance with this AGREEMENT shall be entitled to reasonable attorney's fees and costs.

M. AFFIDAVIT OF AMOUNTS PAID DBE PARTICIPANTS: Upon completion of the project, the Bidder agrees to complete the attached "Affidavit of Amounts Paid DBE Participants" indicating actual DBE firms used, a description of utilization, and the amount paid each DBE firm. (See Forms Appendix, make copies as needed, complete and provide to project engineer.)

N. INDEMNITY: The CONTRACTOR SHALL:

A. Indemnify, defend and save the OWNER, its officers, agents and employees harmless from any and all losses, damage and liability occasioned by, growing out of, or in any way arising or resulting from any intentional, reckless or negligent act on the part of CONTRACTOR or its officers, agents or employees.

B. Not indemnify, defend, save and hold the OWNER harmless from claims, causes of action, lawsuits, damages, judgments, liabilities, and litigation costs and expenses or attorneys' fees, expert fees and costs arising from wrongful, reckless or negligent acts, error or omission solely of the OWNER occurring during the course of or as a result of the performance of the AGREEMENT.

C. Where claims, lawsuits or liability, including attorneys' fees, expert fees and costs arise from wrongful, reckless or negligent act of both the OWNER and CONTRACTOR, CONTRACTOR shall indemnify, defend, save, and hold the OWNER harmless from only that portion of claims, causes of action, lawsuits, damages, judgments, liabilities, and litigation costs and expenses including attorneys' fees, expert fees and costs, which result from CONTRACTOR'S wrongful, reckless or negligent acts occurring as a result from CONTRACTOR'S performance pursuant to this AGREEMENT.

The OWNER SHALL:

A. Indemnify, defend and save CONTRACTOR, its officers, agents and employees harmless from any and all losses, damage and liability occasioned by, growing out of, or in any way arising or resulting from any intentional or negligent act on the part of OWNER or its agents or employees.

B. Not indemnify, defend, save and hold the CONTRACTOR harmless from claims, causes of action, lawsuits, damages, judgments, liabilities, and litigation costs and expenses or attorneys' fees and costs arising from wrongful, reckless or negligent acts, error or omission solely of CONTRACTOR occurring during the course of or as a result of the performance of the AGREEMENT.

C. Where claims, lawsuits or liability, including attorneys' fees and costs arise from wrongful, reckless or negligent act of both the CONTRACTOR and the OWNER, the OWNER shall indemnify, defend, save, and hold the CONTRACTOR harmless from only that portion of claims, causes of action, lawsuits, damages, judgments, liabilities, and litigation costs and expenses including attorneys' fees and costs, which result from the OWNER'S or its officers, agents or employee's wrongful, reckless or negligent acts occurring as a result from the OWNER'S performance pursuant to this AGREEMENT.

IN WITNESS WHEREOF, the parties have made and executed this Contract this day and year first above written.

CITY OF BILLINGS, MONTANA	Knife River - Billings
OWNER	CONTRACTOR
By:_____	By:_____
Title:_____	Title:_____
P.O. Box 1178	_____
Business Address	Business Address
Billings MT 59103	_____
City State Zip	City State Zip

APPROVED AS TO FORM

_____
City Attorney's Office

ATTEST

_____
Billings City Clerk

See attached forms:

A. CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS (Requires Signature)

B. DISCLOSURE OF LOBBYING ACTIVITIES (Requires Disclosure)

C. LETTER OF INTENT (Requires Signature If Utilizing DBE)

D. ACKNOWLEDGEMENT OF LIQUIDATED DAMAGES (Requires Signature)

Attachment "A"
CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobby Activities," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon with reliance was placed when this transaction was made of entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signed:_____
Contractor's Authorized Representative

Dated:_____

Attachment "B"
DISCLOSURE OF LOBBYING ACTIVITIES
Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

1. Type of Federal Action: ¨ a. Contract ¨ b. Grant ¨ c. Cooperative Agreement ¨ d. Loan ¨ e. Loan Guarantee ¨ f. Loan Insurance	2. Status of Federal Action ¨ a. id/Offer/Application ¨ b. Initial Award ¨ c. Post-award	3. Report Type: ¨ a. Initial filing ¨ b. Material change For Material Change Only: Year___ Quarter Date of last report
4. Name and Address of Reporting Entity: ¨ Prime ¨ Subawardee Tier ___, *if known:* Congressional District, *if known:*	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, *if known:*	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, *if applicable:*	
8. Federal Action Number, *if known:*	9. Award Amount, *if known:* $	
10. a. Name and Address of Lobbying Entity *(if individual, last name, first name, MI):*	b. Individuals Performing Services *(including address if different from No. 10a) (last name, first name, MI):* *(attach Continuation Sheet(s) SF-LLL-A, if necessary)*	
11. Amount of Payment *(check all that apply):* $_____ ¨ actual ¨ planned	13. Type of Payment *(check all that apply):* ¨ a. Retainer ¨ b. One- time fee ¨ c. Commission ¨ d. Contingent fee ¨ e. Deferred ¨ f. Other; specify:	
12. Form of Payment *(check all that apply):* ¨ a. Cash ¨ b. In-kind: specify: nature_____value		
14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment indicated in Item 11: *(attach Continuation Sheet(s) SF-LLL-A, if necessary)*		
15. Continuation Sheet(s) SF-LLL-A attached: ¨ Yes ¨ No		
Information requested through this form is authorized by title 31 U.S.C. Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.	Signature: Print Name: Title: Telephone No:_____ Date:	
Federal Use Only:	Authorized for Local Reproduction Standard Form - LLL	

DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET

Reporting Entity: _____ Page _____ of _____

Attachment "C"
LETTER OF INTENT

The Letter of Intent form shall be completed, and **submitted with the executed contract documents**. A separate Letter of Intent form is required for each proposed DBE subcontractor.

LETTER OF INTENT

Name of Bidder's Firm: _____

Bidder's Address: _____

City: _____ State: _____ Zip: _____

Name of DBE Firm: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone (including area code): _____

Description of work to be performed by DBE firm:

Bidder intends to utilize the above named DBE firm for the work described above. The estimated amount of work is valued at $_____

Bidder's confirmation of intent to use DBE contractor:

Bidder's Signature: _____

Attachment "D"
ACKNOWLEDGEMENT OF LIQUIDATED DAMAGES

This acknowledgment dated this _____ day of _____, 2026, by wherein Knife River - Billings acknowledges and agrees that the public improvement contract contains a liquidated damages clause. Knife River - Billings acknowledges and agrees that because the project involves the construction of public improvements said liquidated damages clause is necessary. Knife River - Billings acknowledges and agrees that the City of Billings is damaged in the amount of $ 300.00 (Three Hundred and no/100 Dollars) for each day past the contract's completion date that this project is not completed.

Knife River - Billings acknowledges and agrees that because this is a public improvement project, it is extremely difficult to calculate the City of Billings' actual damages for delay in completing the project but that this mutually agreed upon figure for liquidated damages of $ 300.00 (Three Hundred and no/100 Dollars) is the best approximation possible, is reasonable and is not a penalty. This mutually agreed upon liquidated damages amount has been specifically taken into account in arriving at the dollar amount of the submitted bid. This liquidated damages amount shall be included in the public improvement project contract and Knife River - Billings acknowledges and agrees to be bound by this amount should Knife River - Billings be awarded the public improvement contract.

This mutually agreed upon amount may be deducted from money due or to become due Knife River - Billings should Knife River - Billings be awarded the public improvement contract and should Knife River - Billings fail to complete the work within the time specified in the contract.

By: Knife River - Billings _____
(Contractor)

Its: _____
(Title)

SECTION 1.6

BID PROPOSAL

West Shuttle Parking Lot Construction

for

City of Billings, Billings, Montana
BILLINGS LOGAN INTERNATIONAL AIRPORT

April 2026

[X] Completed Bid Form with unit prices in Words and Figures
[X] 10% Bid Security Enclosed
[X] Completed Bidder's List
[X] Evidence of Competency & Evidence of Financial Responsibility
[X] Bid Proposal Signed/Dated
[X] Contractor's Registration Number Provided
[X] Addendums Acknowledged

Name of Bidder Knife River - Billings

Address P.O. Box 80066 Billings, MT 59108

Telephone No. 406-651-2500

Project No. 2447.150.25 -040-0213

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BID PROPOSAL
BILLINGS LOGAN INTERNATIONAL AIRPORT

West Shuttle Parking Lot Construction

To the City of Billings, Montana
(Hereinafter called "Owner")

The undersigned bidder, having examined the plans, specifications and other proposed Contract Documents, the extent, character and location of the proposed work, the nature and type of the excavation to be done, the condition and arrangement of existing structures affecting or affected by the proposed work, and being cognizant of the location and condition of existing roadways giving access to the sites of the work, and the topography of the site of the work, and its effect on drainage and surface runoff which might affect the work, hereby proposes to furnish all materials, tools, labor and equipment for the completion of the approximate quantities of work listed below and all of the work appurtenant thereto in connection with this project for the City of Billings, Billings, Montana.

West Shuttle Parking Lot Construction

Schedule 1 – Parking Lot Construction
Schedule 2 – Lighting and Communication
Additive Alternate #1 – Embankment

And all specified work appurtenant thereto in connection with this project for the City of Billings, Billings, Montana, in accordance with plans, specifications and other contract documents on file at the Office of the Director of Aviation and Transit, Billings Logan International Airport, Billings, Montana, for the unit prices quoted on the bid sheet(s) included herein.

Additional Notes:

A $50,000 contingency has been added to Schedule 2 of the proposal to be included in the total amount. The contingency will cover any additional work that may be necessary for the completion of Schedule 2 outside of the original scope of work. The contingency item may only be used after signed approval by the Owner and Engineer. The Owner shall retain the contingency amount if no additional work is found to be necessary.

SCHEDULE 1
Parking Lot Construction

Bid Item No.	Spec. No.	Description	Qty.	Units	Unit Price	Total Price
101	C-100	Contractor Quality Control Program	1	LS	7,100.00	7,100.00
	seven thousand one hundred and 00/100 (Unit Price Written in Words)		Dollars per LS			
102	C-102	Straw Wattle	330	LF	5.00	1,650.00
	five and 00/100 (Unit Price Written in Words)		Dollars per LF			
103	C-102	Dust Control Emulsion	3.8	Acre	800.00	3,040.00
	eight hundred and 00/100 (Unit Price Written in Words)		Dollars per Acre			
104	C-105	Mobilization	1	LS	47,500.00	47,500.00
	forty seven thousand five hundred and 00/100 (Unit Price Written in Words)		Dollars per LS			
105	C-105	Traffic Control	1	LS	9,000.00	9,000.00
	nine thousand and 00/100 (Unit Price Written in Words)		Dollars per LS			
106	C-105	Signatory Authority Person	1	EA	70.00	70.00
	seventy and 00/100 (Unit Price Written in Words)		Dollars per EA			
107	C-105	Security Badge AOA - Employee	5	EA	200.00	1,000.00
	two hundred and 00/100 (Unit Price Written in Words)		Dollars per EA			
108	P-101	Pavement Removal, Asphalt	17	SY	27.00	459.00
	twenty seven and 00/100 (Unit Price Written in Words)		Dollars per SY			
109	P-151	Tree Removal	1	LS	1,000.00	1,000.00
	one thousand and 00/100 (Unit Price Written in Words)		Dollars per LS			
110	P-152	Unclassified Excavation	27,996	CY	6.30	176,374.80
	six and 30/100 (Unit Price Written in Words)		Dollars per CY			

SCHEDULE 1
Parking Lot Construction

Bid Item No.	Spec. No.	Description	Qty.	Units	Unit Price	Total Price
111	P-152	Exploratory Excavation	5	HR	115.00	575.00
	one hundred fifteen and 00/100		Dollars per HR			
	(Unit Price Written in Words)					
112	P-208	1 ½-inch Crushed Aggregate Base Course	2,749	CY	40.00	109,960.00
	forty and 00/100		Dollars per CY			
	(Unit Price Written in Words)					
113	02510	Asphalt Surface Course Type "B" - Mod	2,460	TN	84.00	206,640.00
	eighty four and 00/100		Dollars per TN			
	(Unit Price Written in Words)					
114	02510	Asphalt Surface Course Binder (PG 64-28)	150	TN	100.00	15,000.00
	one hundred and 00/100		Dollars per TN			
	(Unit Price Written in Words)					
115	02502	Emulsified Asphalt Tack Coat (CSS-1h)	0.5	TN	750.00	375.00
	seven hundred fifty and 00/100		Dollars per TN			
	(Unit Price Written in Words)					
116	02581	Pavement Marking – Yellow (Waterborne) with Glass Beads - 1st Application	2,783	SF	1.25	3,478.75
	one and 25/100		Dollars per SF			
	(Unit Price Written in Words)					
117	02581	Pavement Marking – Yellow (Waterborne) with Glass Beads - 2nd Application	2,783	SF	1.25	3,478.75
	one and 25/100		Dollars per SF			
	(Unit Price Written in Words)					
118	D-701	12-inch RCP Class V Storm Drain with FETS	366	LF	105.00	38,430.00
	one hundred five and 00/100		Dollars per LF			
	(Unit Price Written in Words)					
119	D-701	18-inch RCP Class IV Storm Drain with FETS	75	LF	120.00	9,000.00
	one hundred twenty and 00/100		Dollars per LF			
	(Unit Price Written in Words)					

SCHEDULE 1
Parking Lot Construction

Bid Item No.	Spec. No.	Description	Qty.	Units	Unit Price	Total Price
120	01025	4-inch Bollards	43	EA	350.00	15,050.00
	three hundred fifty and 00/100 (Unit Price Written in Words)		Dollars per EA			
121	01025	6-inch Bollards	3	EA	500.00	1,500.00
	five hundred and 00/100 (Unit Price Written in Words)		Dollars per EA			
122	01025	Post and Chain Fence	540	LF	49.00	26,460.00
	forty nine and 00/100 (Unit Price Written in Words)		Dollars per LF			
123	01025	Sign Post	4	EA	790.00	3,160.00
	seven hundred ninty and 00/100 (Unit Price Written in Words)		Dollars per EA			
124	01025	Single Arm Gate	2	EA	2,000.00	4,000.00
	two thousand and 00/100 (Unit Price Written in Words)		Dollars per EA			
125	02370	MDT Class I Riprap	47	SY	70.00	3,290.00
	seventy and 00/100 (Unit Price Written in Words)		Dollars per SY			
126	01025	Trench Restoration in Asphalt – Storm Drain	55	LF	32.00	1,760.00
	thirty two and 00/100 (Unit Price Written in Words)		Dollars per LF			
127	DWG C-6	Compacted Asphalt Millings, 8-inch Depth	257	CY	13.00	3,341.00
	thirteen and 00/100 (Unit Price Written in Words)		Dollars per CY			
128	DWG D-3	Shuttle Shelter Installation – Owner Provided	1	EA	4,700.00	4,700.00
	four thousand seven hundred and 00/100 (Unit Price Written in Words)		Dollars per EA			
129	T-901	Seeding (Drill)	3.8	Acre	500.00	1,900.00
	five hundred and 00/100 (Unit Price Written in Words)		Dollars per Acre			

SCHEDULE 1
Parking Lot Construction

Bid Item No.	Spec. No.	Description	Qty.	Units	Unit Price	Total Price
130	T-905	Topsoil (Obtained On-Site)	1,015	CY	3.00	3,045.00
	Three and 00/100	Dollars per CY				
	(Unit Price Written in Words)					
131	T-908	Hydro-Mulch	3.8	Acre	2,500.00	9,500.00
	two thousand five hundred and 00/100	Dollars per Acre				
	(Unit Price Written in Words)					
132		Omitted			NA	
		Dollars per				
	(Unit Price Written in Words)					
133		Omitted			NA	
		Dollars per				
	(Unit Price Written in Words)					

TOTAL SCHEDULE 1 **$** 711,837.30

seven hundred eleven thousand eight hundred thirty seven and 30/100 **Dollars**

(Total Schedule 1 Cost Written in Words)

SCHEDULE 2
Lighting and Communication

Bid Item No.	Spec. No.	Description	Qty.	Units	Unit Price	Total Price
201	"E" Sheets	Lighting and Electrical – All "E" Sheets	1	LS	190,000.00	190,000.00
	one hundred ninty thousand and 00/100		Dollars per LS			
	(Unit Price Written in Words)					
202	"T" Sheets	Communications and Cameras – All "T" Sheets	1	LS	256,000.00	256,000.00
	two hundred fifty six thousand and 00/100		Dollars per LS			
	(Unit Price Written in Words)					
203	"E" & "T" Sheets	Contingency	1	LS	$50,000	$50,000
	Fifty thousand		Dollars per LS			
	(Unit Price Written in Words)					
204		Omitted			NA	
			Dollars per			
	(Unit Price Written in Words)					
205		Omitted			NA	
			Dollars per			
	(Unit Price Written in Words)					

TOTAL SCHEDULE 2 **$** 496,000.00

four hundred ninty six thousand and 00/100 **Dollars**

(Total Schedule 2 Cost Written in Words)

ADDITIVE ALTERNATIVE #1
Embankment

Bid Item No.	Spec. No.	Description	Qty.	Units	Unit Price	Total Price
301	C-102	Dust Control Emulsion	0.5	Acre	800.00	400.00
	eight hundred and 00/100		Dollars per Acre			
	(Unit Price Written in Words)					
302	C-105	Mobilization	1	LS	5,000.00	5,000.00
	five thousand and 00/100		Dollars per LS			
	(Unit Price Written in Words)					
303	P-151	Tree Removal	1	LS	15,400.00	15,400.00
	fifteen thousand four hundred and 00/100		Dollars per LS			
	(Unit Price Written in Words)					
304	P-152	Embankment In-Place	20,244	CY	1.50	30,366.00
	one and 50/100		Dollars per CY			
	(Unit Price Written in Words)					
305	T-901	Seeding (Drill)	0.5	Acre	500.00	250.00
	five hundred and 00/100		Dollars per Acre			
	(Unit Price Written in Words)					
306	T-905	Topsoil	132	CY	3.00	396.00
	Three and 00/100		Dollars per CY			
	(Unit Price Written in Words)					
307	T-908	Hydro-Mulch	0.5	Acre	2,500.00	1,250.00
	two thousand five hundred and 00/100		Dollars per Acre			
	(Unit Price Written in Words)					
308		Omitted			NA	
			Dollars per			
	(Unit Price Written in Words)					

TOTAL ADDITIVE ALTERNATIVE #1 **$** 53,062.00

fifty three thousand sixty two and 00/100 **Dollars**

(Total Additive Alternative #1 Cost Written in Words)

SUMMARY OF SCHEDULES

BASE BID TOTAL – SCHEDULE 1 AND SCHEDULE 2

$ 1,207,837.30

BID TOTAL – SCHEDULE 1 + SCHEDULE 2 + ADDITIVE ALTERNATIVE #1

$ 1,260,899.30

NOTE: The following constants and contingency factors have been used as the basis for quantities in the proposal.

DUST CONTROL EMULSION: 10% for contingencies

STRAW WATTLE: 10% for contingencies

UNCLASSIFIED EXCAVATION: 5% for contingencies

1 ½-INCH CRUSHED AGGREGATE BASE COURSE: 5% for contingencies

ASPHALT SURFACE COURSE TYPE "B" - MOD: 150 LB/CF Unit Weight plus 8% for contingencies

ASPHALT SURFACE COURSE BINDER (PG 64-28): 6% Asphalt Content plus 8% for contingencies

EMULSIFIED ASPHALT TACK COAT (CSS-1h): 240 gallons/ton, 0.07 gallons/SY plus 8% for contingencies

PAVEMENT MARKINGS - YELLOW (WATERBORNE) WITH GLASS BEADS – 1ST APPLICATION: 5% for contingencies

PAVEMENT MARKINGS – YELLOW (WATERBORNE) WITH GLASS BEADS – 2ND APPLICATION: 5% for contingencies

COMPACTED ASPHALT MILLINGS, 8-INCH DEPTH: 10% for contingencies

SEDDING (DRILL): 10% for contingencies

TOPSOIL (OBTAINED ON-SITE): 10% for contingencies

HYDRO-MULCH: 10% for contingencies

The undersigned Bidder further agrees to furnish the required bonds, Insurance, Buy American Information and Waiver Requests, and to enter into a contract for the work awarded to him/her within fifteen (15) consecutive calendar days from and including the date of Owner's acceptance of this proposal.

BID BOND: Enclosed herewith is a Bid Bond in the amount of 10% of bid ($ 10% of Bid), which the undersigned agrees is to be forfeited to and become the property of the **City of Billings, Billings, Montana**, as liquidated damages, should this Proposal be accepted and the contract awarded to him/her and he/she fails to enter into a Contract in the form prescribed and to furnish the required bonds within fifteen (15) days as above stipulated, but otherwise, the Bid Guaranty shall be returned to the undersigned upon the signing of the contract and delivery of the approved bonds to the **City of Billings.**

CONTRACT TIME: The Bidder further agrees that if awarded the contract he/she will commence work on or before the date stipulated in the Notice to Proceed, and further agrees to complete all work within the number of calendar days specified in the Special Provision for each Schedule of work, unless the period of completion is extended otherwise by the Contract Documents.

LIQUIDATED DAMAGES AND DAMAGES FOR ADDITIONAL ENGINEERING SERVICES: The Owner shall be entitled to liquidated damages paid by the Bidder, as specified in the Special Provisions.

In addition, the Owner shall be entitled to be paid by the Bidder for actual damages and additional engineering services, as specified in the Special Provisions, during any contract time overrun; for unscheduled employment of the Engineer necessitated by the Contractor working overtime, Sundays or holidays; and for furnishing materials or equipment not in conformance with the Contract Documents, necessitating redesign by the Engineer. Liquidated damages, actual damages and damages for additional engineering services shall be paid by deduction from monthly progress payments and the final payment.

INSURANCE REQUIREMENT: By submitting a bid, the bidder certifies that he/she has reviewed the insurance requirements of the **Special Provisions** and agrees to provide the insurance coverage required under the **Special Provisions** if awarded the contract.

DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION COMMITMENT: The **Billings Logan International Airport** has established a Disadvantaged Business Enterprise (DBE) program in accordance with regulations of the U.S. Department of Transportation (DOT), 49 CFR Part 26. To complete the work included in this contract, the **Billings Logan International Airport** anticipates that it will receive Federal financial assistance from DOT, and as a condition of receiving this assistance, has signed an assurance that it will comply with 49 CFR Part 26.

POLICY: It is the policy of the Department of Transportation that Disadvantaged Business Enterprises (DBE's) as defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement. Consequently, the DBE requirements of 49 CFR Part 26 apply to this agreement.

BIDDER'S LIST: The Owner is required to create a bidders list, consisting of information about **all DBE firms and non-DBE firms (contractors, subcontractors, suppliers, etc.) that bid or quote on DOT-assisted contracts**. The bidder shall **submit with his bid** the name, address, DBE/Non-DBE Status, age, and annual gross receipts, for each firm submitting a bid or quote. A range of annual gross receipts of the firm shall be reported, rather than an exact amount, as noted below. **A bidder who fails to provide complete Bidder's List information with his/her bid may be considered non-responsive and his/her bid may be rejected.**

Bidders List

All firms bidding or quoting on subcontracts for this DOT-assisted project are listed below.

Firm Name	Address	Certified DBE (Y or N)	Age of Firm	GRS*	Type of Work and/or Supplies
Millennium Electric	724 1st Avenue North Billings, MT 59101	N	4	3	Electrical
Hample Excavation	5219 US Hwy 312 East Billings, MT 59105	Y	62	1	Storm Drain
Jares Fence	10640 South Frontage Road Billings, MT 59102	N	47	3	Fencing
Engineered Concrete Products	22466 Bennett Road Rapid City, SD 57701	N	5	2	RCP
HighMark Traffic Services	PO Box Billings, MT 59105	N	20	4	Striping
JT Coatings	138 Orchard Lane Billings, MT 59101	N	2	2	Striping
JCT Construction	2150 East I Road Ballantine, MT 59006	Y	35	1	Seeding
Yellowstone Environmental Contracting LLC	PO Box 998 Miles City, MT 59301	Y	15	3	Seeding
Rinker	1521 South 32nd Street West Billings, MT 59102	N	>20	5	RCP Pipe
Billings Construction Supply	5514 King Avenue East Billings, MT 59101	N	53	3	Traffic Control Signage
CM Tree Service	490 North 31st Street, Ste. 202 Billings, MT 59101	N	6	2	Tree Removal
Andres Landscape	PO Box 1131 Oregon City, OR 97045	Y	+10	2	Seeding
Montana Fence	7403 Entryway Drive Billings, MT 59101	N	49	5	Fencing
Ace Electric	808 West Main Street Laurel, MT 59044	N	51	5	Electrical
3 Bull Contracting LLC	3009 McBride Street Billings, MT 59102	Y	+10	1	Fencint

*GRS – Annual Gross Receipts
Enter 1 for less than $1 million
Enter 2 for more than $1 million, less than $5 million
Enter 3 for more than $5 million, less than $10 million
Enter 4 for more than $10 million, less than $15 million
Enter 5 for more than $15 million.

Bidders List

All firms bidding or quoting on subcontracts for this DOT-assisted project are listed below.

Firm Name	Address	Certified DBE (Y or N)	Age of Firm	GRS*	Type of Work and/or Supplies
Yellowstone Electric Co.	1919 4th Avenue North Billings, MT 59101	N	89	5	Electrical

*GRS – Annual Gross Receipts
Enter 1 for less than $1 million
Enter 2 for more than $1 million, less than $5 million
Enter 3 for more than $5 million, less than $10 million
Enter 4 for more than $10 million, less than $15 million
Enter 5 for more than $15 million.

Upon completion of the project, the Bidder agrees to complete the "**Affidavit of Amounts Paid DBE Participants**" (located in Forms Appendix) indicating actual DBE firms used, a description of utilization, and the amount paid each DBE firm.

The bidder hereby certifies (a) that this bid is genuine and is not made in the interest of, or on behalf of, any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; (b) that he/she has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid; (c) that he/she has not solicited or induced any person, firm or corporation to refrain from bidding; and (d) that he/she has not sought by collusion or otherwise to obtain for himself/herself any advantage over any other bidder or over the **Billings Logan International Airport.**

EVIDENCE OF COMPETENCY: The Contractor shall submit Evidence of Competency in accordance with General Provisions, Section 20-02. The form below satisfies this requirement. **Failure to submit this information will result in rejection of the bid.**

This form is a guideline, and the Contractor is free to submit separate information detailing their Evidence of Competency. If separate Evidence of Competency is submitted with this bid package, and is in accordance with General Provisions, Section 20-02, please state such at the bottom of this form.

Related Work Similar to This Project: In the table below, list projects the bidder has worked on that are similar in nature and magnitude to the project being bid.*

Year	Project Description	$ Amount of Project
* See Attached page		

List of Major Equipment Available for this Project: In the table below, list the major equipment that is available for work on the project.*

* See attached page	

List of Key Personnel Available for Work: In the table below, list key personnel who are available for the work such as project managers, project superintendents, and foremen.*

Name	Title
* See attached page	

*Attach separate sheets as necessary to provide complete information.

☒ We have submitted separate evidence of competency meeting Section 20-02.

The Contractor herby certifies that it has the required experience, equipment, and personnel available and capable of performing the work proposed on this project.

EVIDENCE OF FINANCIAL RESPONSIBILITY: The contractor shall submit Evidence of Financial Responsibility in accordance with General Provisions, Section 20-02. The form below satisfies this requirement. **Failure to submit this information will result in rejection of the bid**. **The "BID BOND" attached to the bid proposal will satisfy the required "Evidence of Financial Responsibility".**

This form is a guideline, and the Contractor is free to submit separate information detailing their Evidence of Financial Responsibility. If separate Evidence of Financial Responsibility is submitted with this bid package, and is in accordance with General Provisions, Section 20-02, please state such at the bottom of this form.*

1. Contractor Financial assets for previous calendar year or fiscal year: * See Attached Bid Bond

   $_____

2. Contractor Financial Liabilities for previous calendar year or fiscal year:

   $_____

3. The Contractor shall check the appropriate box below that best describes the current financial condition at the time the bid is submitted.

   ☐ At the time this bid is submitted, the financial responsibility of the Contractor is approximately the same as the information provided above.

   ☐ At the time this bid is submitted, the true financial responsibility of the Contractor is substantially changed from the previous year. Explain below:

   _____
   _____
   _____
   _____

The Contractor herby certifies that it has the required financial responsibility to construct the work proposed on this project.

☒ We have submitted separate evidence of Financial Responsibility, and is included with the Bid. Proposal.

PROPOSAL SIGNATURE

DATED AT Billings (City), MT (State) this 21 day of April, 2026.

Firm Name Knife River - Billings

IRS E.I. Number 81-0465363

By _____
(Signature)

By Marcolm Long
(Name Printed)

Title Vice President / General Manager

Address P.O. Box 80066 (4014 Hesper Road)

Billings MT 59108 (59106)

JTL GROUP, INC. CORPORATE SEAL 1990 MONTANA

MONTANA CONTRACTOR'S REGISTRATION NUMBER 10089

CONTRACTOR'S UEI NUMBER CJJ1NTFKM2596

The Bidder acknowledges receipt of the following addenda:

Addendum No.:	Date of Issuance:
1	4/17/26
2	4/17/26

Contractor's State Where Incorporated: Montana

Liberty Mutual. SURETY

Bid Bond

CONTRACTOR:
(Name, legal status and address)
Knife River - Billings
P.O. Box 80066
Billings, MT 59108

OWNER:
(Name, legal status and address)
City of Billings
PO Box 1178
Billings, MT 59103

SURETY:
(Name, legal status and principal place of business)
Liberty Mutual Insurance Company
175 Berkeley Street
Boston, MA 02116

MAILING ADDRESS FOR NOTICES:

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: 10% Ten Percent of Amount Bid

PROJECT:
(Name, location or address, and Project number, if any)
West Shuttle Parking Lot Construction

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or other legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 9th day of April, 2026.

Tamara Clay
(Witness)

Knife River - Billings
(Contractor as Principal) *(Seal)*

By: Todd McGreevey
(Title) Construction Manager

Rut Bon.
(Witness)

Liberty Mutual Insurance Company
(Surety)

By: Haley Pflug
(Title) Haley Pflug, Attorney-in-Fact

Init.
/

Liberty Mutual Surety vouches that the original text of this document conforms exactly to the text in **AIA Document A310–2010 Edition Bid Bond.**

Surety Acknowledgment

State of Minnesota }
} ss.
County of Hennepin }

On this 9th day of April 2026, before me personally came Haley Pflug, to me known, who being by me duly sworn, did depose and say that she is the Attorney-in-Fact of Liberty Mutual Insurance Company described in and which executed the above instrument; that she knows the seal of said corporation; that the seal affixed to said instruments is such corporate seal, that it was so affixed by order of the Board of Directors of said corporation, and that she signed her name to it by like order.

KELLY NICOLE ENGHAUSER
Notary Public
State of Minnesota
My Commission Expires
January 31, 2031

Notary Public

POWER OF ATTORNEY

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8215801 - 190003**

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Blake S. Bohlig, Brian D. Carpenter, Charles Draper, Erik T. Gunkel, Haley Pflug, Heather R. Goedtel, Jessica Hecker, Julie Decker, Kathryn E. Kade, Kelly Nicole Enghauser, Laurie Pflug, Maci Scates, Michelle Halter, Michelle Ward, Sara Whitfield

all of the city of Bloomington state of MN each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 19th day of March, 2026.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
Nathan J. Zangerle, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 19th day of March, 2026 before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2029
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 9th day of April, 2026.

By: _____
Renee C. Llewellyn, Assistant Secretary

LMS-12873 LMIC OCIC WAIC Multi Co 02/24

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

Evidence of Competency – Knife River - Billings

Projects:

1.	2019 – BLIA - Commercial Apron Construction	$3,082,000
2.	2020 – Roundup Airfield	$4,700,000
3.	2021 – MDT – Main Street	$7,750,000
4.	2021 – WO 20-12 City of Billings S32nd	$4,062,000
5.	2022 – WO 22-03 City Overlay	$1,040,000
6.	2022 – Northwestern Energy – Rimrock Substation	$1,975,000
7.	2022 – BLIA – West Taxilane	$ 774,000
8.	2023 – BLIA – Commercial Ramp	$2,823,500
9.	2024 – MDT – Mossmain	$20,563,000
10.	2024 – MDT – Rimrock and 62nd	$5,120,000
11.	2024 – BLIA – Cargo Ramp Slot 5	$4,540,000

Equipment (Grading/Paving/Concrete):

1. Excavators – Multiple/Fleet Cat 330 and 320
2. Front end loaders – Multiple/Fleet Cat 950 and larger
3. Graders – Multiple/Fleet Cat 14, John Deere 872 and 772
4. Scrapers – Multiple/Fleet Cat 627 (not to be used on this project)
5. Rollers – Multiple/Fleet Cat Single drum sheepsfoot and smooth drum
6. Concrete Place: Forms, screeds, trucks, small equipment
7. Cat AP1055 Paver (2)
8. Cat AP655 Paver
9. Volvo DD140F Vib Roller (2)
10. Volvo DD120B Vib Roller
11. Bomag BW138AC-5 Roller
12. International 4700 Truck W/ Etnyre Asphalt Distributor
13. Volvo VHD 64BT Water Truck
14. Cat 262D Skid Steer
15. Bomag 6.5’ Roto-Mill Machine
16. Trucks – Fleet: End Dump, Belly Dump, Side Dump, Ready-Mix Concrete trucks

Personnel:

1. Mack Long – General Manager
2. Van Hildreth – Project Manager/Estimator
3. Todd McKeever – Operations Manager
4. Roddo Bakich – Grading Superintendent (Project Superintendent)
5. Chad Devries - Asphalt Superintendent

ADDENDUM NO. ONE (1)

CITY OF BILLINGS
AVIATION AND TRANSIT DEPARTMENT
BILLINGS LOGAN INTERNATIONAL AIRPORT

WEST SHUTTLE PARKING LOT CONSTRUCTION

Morrison-Maierle # 2447.150.25

DATE: **APRIL 17, 2026**
BID OPENING DATE: **APRIL 21, 2026**

RECEIVED BY:

Signature

4/17/26
Date

TO: **ALL PLAN HOLDERS**

The Plans and Specifications for the above captioned project are hereby modified and/or superseded by this Addendum.

Bidders shall note the receipt of this Addendum in the space provided on this Addendum and on the Bid Sheet contained in the Project Manual.

SPECIFICATIONS

Section 1.6 Bid Proposal: Page 16 of 16. At the bottom of the page, **ADD** "Contractor's State Where Incorporated _____"

Section 1.10 Special Provisions: Page 5 of 30. Paragraph 5 Number of Prime Contracts. **DELETE** "Prime Contractor may subcontract work up to 49% of the bid price."

Section C-100 Contractor Quality Control Program: Paragraph 100-3.a. Program Administrator. **DELETE** "The CQCPA must have a minimum of five (5) years of experience in QC pavement construction with prior QC experience on a project of comparable size and scope as the contract.

Included in the five (5) years of paving/QC experience, the CQCPA must meet at least one of the following requirements:

(1) Professional Engineer with one (1) year of airport paving experience.

(2) Engineer-in-training with two (2) years of airport paving experience.

(3) National Institute for Certification in Engineering Technologies (NICET) Civil Engineering Technology Level IV with three (3) years of airport paving experience.

(4) An individual with four (4) years of airport paving experience, with a Bachelor of Science Degree in Civil Engineering, Civil Engineering Technology or Construction."

Section C-100 Contractor Quality Control Program: Paragraph 100-3.c. Staffing Levels. **DELETE** "Where material is being produced in a plant for incorporation into the work, separate plant and field technicians shall be provided at each plant and field placement location. The scheduling and coordinating of all inspection and testing must match the type and pace of work activity."

281300: New Avigilon NVR to be NVR6-STD-FORM-D-64TB-S22.

DRAWINGS

D-3 – DETAILS

- Detail 3 - **DELETE** "3" P-401", **INSERT** "3" Type B-Mod Asphalt"

E-2 - ELECTRICAL PARKING LOT LIGHTING PLAN

- Drawing scale has been removed from each of the plans on the sheet. Refer to the bar scale on the plans and verify the printed scale, as noted on the plan sheet in the lower left-hand corner.

T-2 - ICT PARKING LOT PLAN

- Drawing scale has been removed from each of the plans on the sheet. Refer to the bar scale on the plans and verify the printed scale, as noted on the plan sheet in the lower left-hand corner.
- 2/T-2, Routing changed to use existing conduit out of Mud Wash building and existing handhole on site.
- Conduit bore associated with keynote 16 has been increased to 4".

GENERAL NOTES

1. Existing concrete pad for owner-provided shelter to be removed off-site.

2. Prime contractor may subcontract more than 49% of the bid price. The owner will still only enter into one (1) Prime Contract.

3. Engineer's estimate is approximately $1.35 million for base bid of Schedule 1 + Schedule 2, and $1.5 million for base bid plus Additive Alternative #1.

PRIOR APPROVAL

All material or products supplied by the contractor must meet or exceed the quality and performance of the material or product originally specified. It is the contractor's responsibility to ensure that substituted equipment matches the exterior dimensions, weight, and configuration of the equipment that was specified.

THE CONTRACTOR IS SPECIFICALLY REMINDED THAT THE INDIVIDUAL PRODUCTS MUST MEET OR EXCEED THE QUALITY AND PERFORMANCE OF THE PRODUCT ORIGINALLY SPECIFIED.

ELECTRICAL:

Fixtures and devices have been reviewed for general project compliance only. Bidding contractor, supplier or representative providing products for project consideration shall review a full set of plans and specifications. Items listed below do not represent all products submitted for consideration from the named entity seeking approval, but rather the products that have comments associated with them. No comment for a submitted product shall signify that the product is acceptable.

Submitted product/ Representative: Quantum Lighting

- **Fixture head manufacturers, two were provided for review**:
  - Lumark
  - McGraw-Edison
    - **Both are acceptable to provide products for the project.**
- **Fixture and Pole Finish – All**
  - Provide in Bronze
- **Poles - All**
  - Provide with coupler that is located at 90 degrees from the fixture head

Submitted product/ Representative: Northern Rockies Agency

- **Fixture head manufacturers, two were provided for review**:
  - Gardco
  - ILP
    - **Both are acceptable to provide products for the project.**
- **ILP Heads**
  - Provide all with 10K surge rating option
  - Provide all with a sensor that is capable of 33' minimum mounting/ viewing.
- **ILP Head – Type E2 & E5**
  - House side shield is not required.
- **Gardco Heads**
  - Provide with universal voltage driver
- **Gardco Head – Type E2 & E5**
  - House side shield is not required.
- **Poles – All**
  - Provide with coupler that is located at 90 degrees from the fixture head. Footnote on the cut sheet says that the coupler is located on the same side as the hand hole, and the photo in the cut sheet shows the handhole on the same side as the fixture head.

Issued by Morrison-Maierle, Inc.



Dylan Mahoney, P.E.
Airport Engineer

Prebid Conference Airport West Shuttle Parking Lot Construction

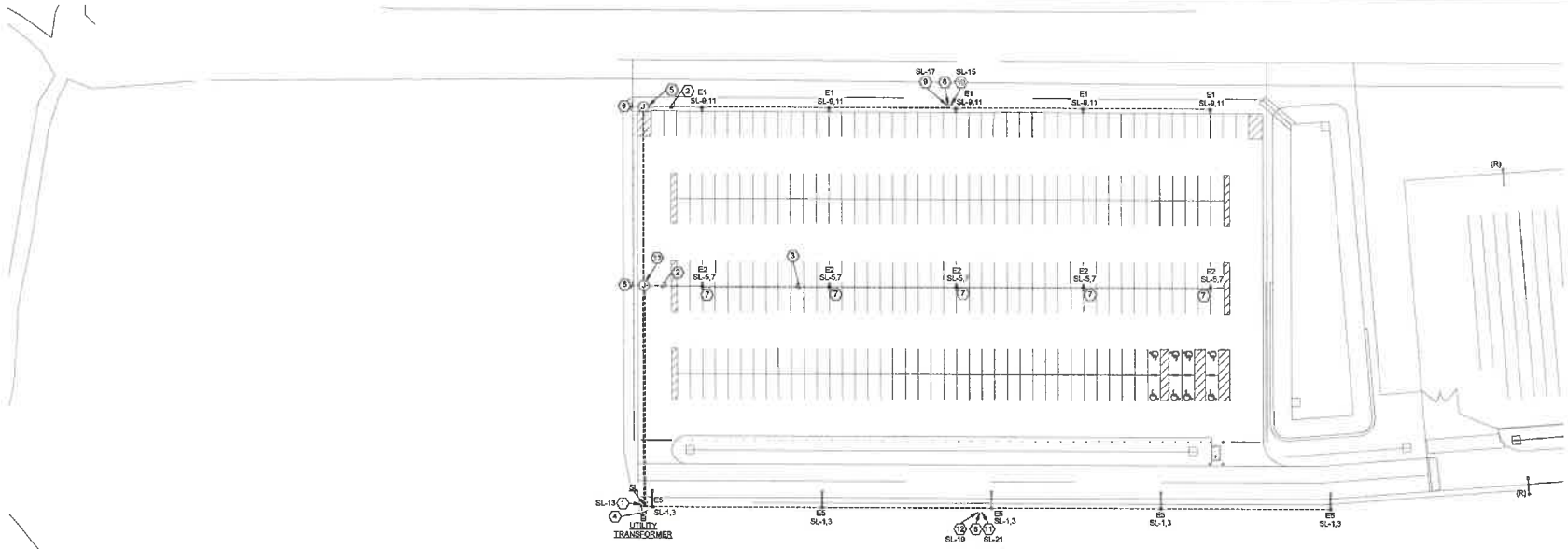
DATE: April 14, 2026

SCOPE OF WORK:
Schedule 1 – Parking Lot Construction – Excavation, Storm Drain, Asphalt Paving, Bollards, Pavement Markings, Seeding.

Schedule 2 – Lighting and Cameras – Conduit, Cable, Light poles, Security Cameras.

ATTENDEES:

	NAME (printed)	ORGANIZATION	TELEPHONE NO.	CELL-PHONE NO.
1	Luke Curtis	Caxton Ex		406-702-9065
2	Carson Holden	Holden Ex		406-321-3040
3	Paul Kheng	B/L	406-657-8339	
4	Jeff Hough	BIL	406-657-8484	
5	Terrance McGee	KB Civil	406-670-5091 325-6001	406-670-5091
6	Amanda Brassell	Yellowstone Electric	4064049241	
7	Brennan Worthington	Yellowstone Electric		406-670-2436
8	Derek Bryan	MWS	406-869-9406	406-690-5908
9	Dennis Ross	Askin	406702-2879	
10	Lucas Rissler	Askin	307-689-9581	
11	Gerry Rafferty	Millennium Electric	406-591-3610	
12	Mick McCarthy	BIL	406-671-5458	
13	Craig Callicott	BIL	406-670-9540	
14	[illegible]	KB	406-672-0954	
15	Dana Babcock	EMX	4066700086	
16	Shawn Gaalswyk	BIL	406 698 3237	
17	Dylan Mahoney	MM	406-750-3637	
18	Heather Mosser	MM	406-237-1239	
19				
20				



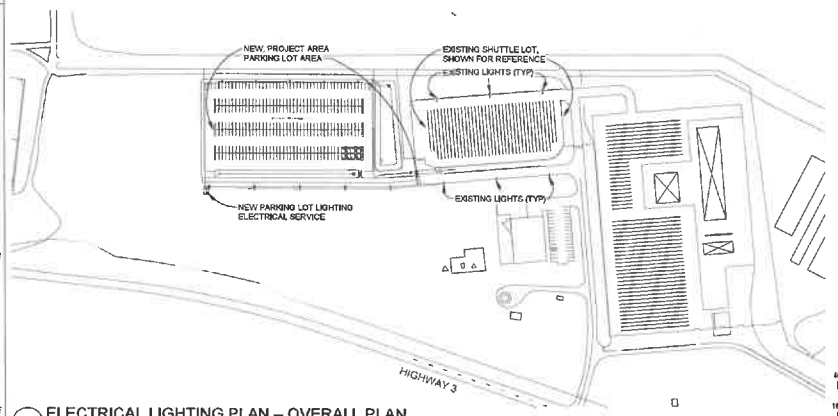
1 ELECTRICAL LIGHTING PLAN – PARKING LOT

ELECTRICAL SITE PLAN GENERAL NOTES

A. IT IS ABSOLUTELY NECESSARY FOR ALL TRADES INVOLVED TO COORDINATE WITH EACH OTHER AND VERIFY THAT THERE ARE NO CONFLICTS IN LOCATION OF CONDUITS, BOXES, AND OTHER ITEMS THROUGHOUT THIS PROJECT BEFORE FINAL PLACEMENT OF MATERIALS.
B. ALL BURIED ELECTRICAL RACEWAYS ROUTED ON SITE SHALL HAVE A MINIMUM OF 24" OF CLEAN, PROPERLY COMPACTED COVER LOCATED OVER THEM WITH CONTINUOUS WARNING TAPE ABOVE AT 15 TO 18 INCHES BELOW FINISHED GRADE.
C. LINES SHOWN ON THE PLAN FROM ELECTRICAL BASED DEVICES TO THE RACK MOUNTED PANELBOARD REPRESENT THE PROPOSED ROUTING PATH FOR RACEWAYS. EC TO SELECT BEST PATH WHEN ROUTING FOR THE LEAST IMPACT ON SITE.
D. SEE E-3 FOR DETAILS REGARDING SITE LIGHTS, INCLUDING CONCRETE POLE BASE CONSTRUCTION DETAIL.
E. EC TO PROVIDE A CIRCUIT CONSISTING OF #10'S THROUGHOUT IN 1" PVC FOR ALL SITE LIGHTS AND POWER CONSUMING DEVICES. UNO.
F. ANY UNUSED FACTORY OPENING PROVISION IN THE LIGHT POLES SHALL BE PLUGGED AT PROJECT CLOSE. SEE NOTES IN THE LUMINAIRE SCHEDULE, ON SHEET E-1 FOR ADDITIONAL INFORMATION.
G. COORDINATE ALL POLE LIGHT LOCATIONS WITH CIVIL DRAWINGS, UTILITY MAPS AND GRADING PLANS, INCLUDING ANY/ALL CONTRACTUAL CLARIFICATIONS OR CHANGES. LIGHTING FIXTURES ON SITE PLANS ARE SHOWN IN SCHEMATIC FORM AND ARE NOT TO SCALE. VERIFY FINISH GRADE HEIGHT PRIOR TO SETTING BASES. POLE LIGHT LOCATIONS ARE BASED ON ACCURATE LIGHTING CALCULATIONS, BUT MAY NEED TO BE SHIFTED SLIGHTLY TO PROPERLY ALIGN THE FIXTURES AESTHETICALLY AND TO AVOID ENCROACHMENT ON TRAVEL LANES, PARKING SPOTS, CURBS, SIDEWALKS, OVERHEAD UTILITY LINES, ETC.
H. EC SHALL REVIEW A FULL SET OF CIVIL PLANS AND COORDINATE WITH THE CIVIL CONTRACTOR TO IDENTIFY ALL UNDERGROUND, EXISTING AND PROPOSED UTILITIES TO BE ROUTED ON THE SITE. EC SHALL VERIFY ALL UTILITY ROUTING PRIOR TO ANY DIGGING OR TRENCHING ON THE SITE. THE EC SHALL HAVE COORDINATION MEETINGS WITH ALL SITE BASED UTILITIES TO INSURE ALL PARTIES ARE IN AGREEANCE WITH PROJECT NEEDS AND SUPPORT ITEMS TO PROVIDE A FULLY FUNCTIONAL PROJECT.

② KEY NOTES:

1 SEE PANELBOARD/METER BASE DETAIL ON E-3 FOR CONSTRUCTION OF THE ELECTRICAL CONTRACTOR BUILT, FREE-STANDING UNI-STRUT RACK THAT SHALL SUPPORT METER, PANELBOARD AND SERVICE RECEPTACLE. CIRCUIT NOTED IS FOR POWERING OF THE RECEPTACLE LOCATED UNDER THE PANEL, AS SHOWN IN THE DETAIL.
2 HOME RUN CIRCUIT FROM THIS FIXTURE TO THE PANEL SHALL BE COMPRISED OF 2 #4 AWG CU + #10 GND IN 1 1/2" CONDUIT.
3 CIRCUIT BETWEEN THESE LIGHT POLES OR POLE TO PANEL SHALL BE COMPRISED OF: 2 #6 AWG CU + #10 GND IN 1" CONDUIT.
4 PROPOSED ROUTING PATH FROM SECONDARY SIDE OF TRANSFORMER TO THE METER SOCKET. FINAL ROUTING SHALL BE COORDINATED WITH NORTHWESTERN ENERGY.
5 EC TO PROVIDE A TYPE 1 PULL BOX WITH TRAFFIC RATED LID THAT READS "LIGHTING". BOX SHALL BE USED TO ACCEPT CONDUCTORS FOR NORTH SITE LIGHTS NOW AND BE THE PULLING LOCATION FROM THE SITE PANEL TO FUTURE NORTH, WEST SITE LIGHTS. EC TO ROUTE 2-1 1/2" CONDUITS TO THIS BOX, ONE WILL BE USED FOR POWER OF LIGHTS NOW AND OTHER SHALL BE A SPARE AND USED WITH FUTURE LIGHTS. PROVIDE A PULL STRING IN SPARE CONDUIT ITS ENTIRE DISTANCE TO PANEL. SEE HANDHOLE DETAIL ON E-3 FOR BOX STYLE DESCRIPTION.
6 ELECTRICAL CONTRACTOR SHALL STUB A 1 1/2" CONDUIT OUT OF IN-GRADE PULL BOX A DISTANCE OF 5' INTO UN-DISTURBED EARTH OR PAST THE EDGE OF CURRENT PROJECT PAVING, WHICHEVER IS LESS, POINT IN THE DIRECTION OF THE "FUTURE LOT" TO THE WEST TO ALLOW FOR EASE OF EXTENDING CIRCUITRY IN THE FUTURE. CAP CONDUIT AND MARK THE END WITH A ¼" REBAR IN 6' LENGTH THAT IS LOCATED ON TOP OF THE CONDUIT HORIZONTALLY TO ALLOW FOR EASE OF LOCATING THE CONDUIT IN THE FUTURE.
7 EC SHALL PAINT THE EXPOSED PORTION OF THE POLE BASE LOCATED ABOVE GRADE SAFETY YELLOW AFTER A MINIMUM OF 14 DAYS OF CURE HAS LAPSED.
8 LOCATION OF ICT CONTRACTOR CONSTRUCTED "H" FRAME RACK TO ALLOW ICT CONTRACTOR TO MOUNT ALL REQUIRED SECURITY CAMERA GEAR UPON IN AN ICT CONTRACTOR-PROVIDED ENCLOSURE. ELECTRICAL CONTRACTOR SHALL PROVIDE A DOUBLE DUPLEX RECEPTACLE MOUNTED INSIDE THE EQUIPMENT ENCLOSURE AS WELL AS A 3/4"X10' CU/CLAD GROUND ROD DRIVEN INTO EARTH AT THE BASE OF THE H FRAME. CONNECT ROD TO THE GROUND BAR, PROVIDED IN ENCLOSURE BY THE ICT CONTRACTOR WITH A #6 COPPER CONDUCTOR. SEE DETAIL ON T-3 FOR ADDITIONAL INFORMATION AND PROPOSED ARRANGEMENT OF EQUIPMENT IN THE ENCLOSURE.
9 UTILIZE #6 AWG CU CONDUCTORS IN 1" CONDUIT THROUGHOUT THE ENTIRE SERVING CIRCUIT FOR POWERING OF SECURITY CAMERA GEAR. CONDUIT TO PANEL NOT SHOWN, SHARE TRENCH WITH LIGHTING CIRCUIT FOR ROUTING.
10 GFI RECEPTACLE WITH WEATHERPROOF, IN-USE COVER MOUNTED ON ICT CONTRACTOR BUILT "H" FRAME RACK. LOCATE RECEPTACLE ON RACK FOR BEST FIT WITH ICT CONTRACTOR EQUIPMENT, AT 12" BELOW THE EQUIPMENT ENCLOSURE. RECEPTACLE SHALL BE FED WITH A #6 AWG HOME RUN IN 1" CONDUIT, PIG TAIL CONDUCTORS IN BOX WITH #12'S TO SUPPORT CONNECTION. CONDUIT TO PANEL NOT SHOWN, SHARE TRENCH WITH LIGHTING CIRCUIT FOR ROUTING.
11 UTILIZE #10 AWG CU CONDUCTORS IN 1" CONDUIT THROUGHOUT THE ENTIRE SERVING CIRCUIT FOR POWERING OF SECURITY CAMERA GEAR. CONDUIT TO PANEL NOT SHOWN, SHARE TRENCH WITH LIGHTING CIRCUIT FOR ROUTING.
12 GFI RECEPTACLE WITH WEATHERPROOF, IN-USE COVER MOUNTED ON ICT CONTRACTOR BUILT "H" FRAME RACK. LOCATE RECEPTACLE ON RACK AT 12" BELOW THE EQUIPMENT ENCLOSURE AND ADJUST FOR BEST FIT WITH ICT CONTRACTOR EQUIPMENT. RECEPTACLE SHALL BE FED WITH A #10 AWG HOME RUN IN 1" CONDUIT, PIG TAIL CONDUCTORS IN BOX WITH #12'S TO SUPPORT CONNECTION. CONDUIT TO PANEL NOT SHOWN, SHARE TRENCH WITH LIGHTING CIRCUIT FOR ROUTING.
13 EC TO PROVIDE A TYPE 2 PULL BOX WITH TRAFFIC RATED LID THAT READS "LIGHTING". BOX SHALL BE USED TO ACCEPT CONDUCTORS FOR CENTER SITE LIGHTS NOW AND BE THE PULLING LOCATION FROM THE SITE PANEL TO FUTURE CENTER, WEST SITE LIGHTS. EC TO ROUTE 2-1 1/2" CONDUITS TO THE BOX, ONE WILL BE USED FOR POWER OF LIGHTS NOW AND THE OTHER SHALL BE A SPARE AND USED WITH FUTURE LIGHTS. PROVIDE A PULL STRING IN SPARE CONDUIT ITS ENTIRE DISTANCE TO PANEL. OTHER CONDUITS SHOWN IN PLAN THAT ROUTE TO THE PROJECT NORTH, UNDER THIS BOX SHALL PASS THROUGH. LOCATE BOX ON THE WEST EDGE OF CURRENT LOT SUCH TO MINIMIZE FUTURE IMPACT WHEN PAVING OF WEST "FUTURE" PARKING LOT IS UNDERTAKEN. SEE HANDHOLE DETAIL ON E-3 FOR BOX STYLE DESCRIPTION.



2 ELECTRICAL LIGHTING PLAN – OVERALL PLAN

100% CD
APRIL 2026

VERIFY SCALE:
THESE PRINTS MAY BE REDUCED. USE BELOW MEASURES ONLY WHEN ON ORIGINAL DRAWING.
MODIFY SCALE ACCORDINGLY!

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REVISIONS

NO.	DESCRIPTION	DATE	BY
1	Addendum #1	4-17-26	TJ/CO

Morrison Maierle
engineers · surveyors · planners · scientists
515 N. 25th Street, Suite 120, Billings, MT 59101
406.656.6000 www.m-m.net

JEFFREY L. CAMPBELL 12720 PE 4-2-26 LICENSED PROFESSIONAL ENGINEER

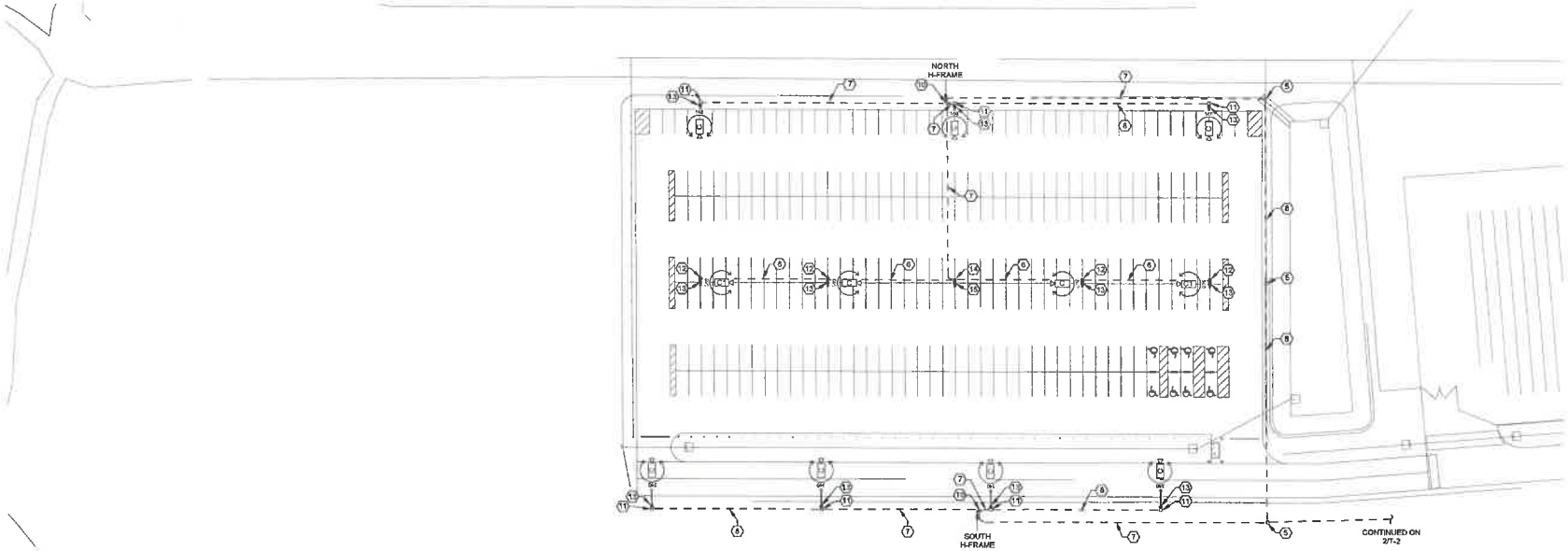
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DSGN. BY	TMJ
CHKD. BY	JLK
DATE	04/2026
Q.C. REVIEW BY:	GLS
DATE	3/23/26

BILLINGS LOGAN INTERNATIONAL AIRPORT
WEST SHUTTLE PARKING LOT CONSTRUCTION
BILLINGS MONTANA

ELECTRICAL PARKING LOT LIGHTING PLAN

PROJECT NUMBER 2447.150.25
SHEET NUMBER 16
DRAWING NUMBER E-2

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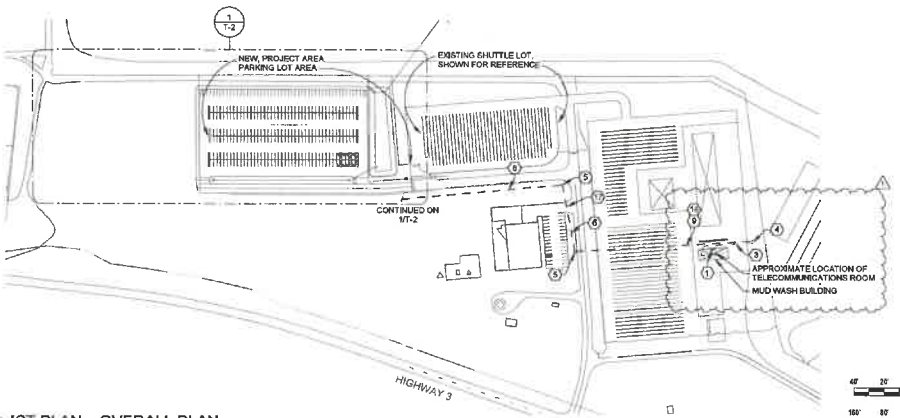
1 ICT PLAN – PARKING LOT

GENERAL ICT SITE NOTES

A. IT IS ABSOLUTELY NECESSARY FOR ALL TRADES INVOLVED TO COORDINATE WITH EACH OTHER.
B. CONTRACTOR IS RESPONSIBLE FOR ALL CUTTING OF SIDEWALKS, PAVEMENT, FLOORS, WALLS, CEILINGS, ROOFS, ETC. TO PERFORM THE REQUIRED WORK DEPICTED IN THESE DOCUMENTS. THE CONTRACTOR IS RESPONSIBLE FOR ALL PATCHING OF HOLES TO THE SATISFACTION OF THE ARCHITECT/ENGINEER.
C. ALL CONDUITS SHALL HAVE A MAXIMUM COMBINED BEND RADIUS OF 180 DEGREES BETWEEN PULL POINTS.
D. ALL CONDUIT ENDS SHALL BE FURNISHED WITH PLASTIC BUSHINGS FOR CABLE PROTECTION.
E. PROVIDE PULL STRINGS FOR ALL CONDUITS INSTALLED GREATER THAN 10'.
F. LINES SHOWN ON THE PLAN FROM ICT BASED DEVICES TO THE BUILDING REPRESENT THE PROPOSED ROUTING PATH FOR PATHWAYS. CONTRACTOR SHALL SELECT BEST PATH WHEN ROUTING FOR THE LEAST IMPACT ON SITE OR BUILDING.
G. PRIOR TO ANY TRENCHING, CONTACT 811 'CALL BEFORE YOU DIG' AND COORDINATE WITH OWNER AND UTILITIES TO LOCATE ALL BURIED POWER, COMMUNICATIONS, GAS, WATER, SEWER, IRRIGATION PIPING, ETC. FROM THIS INFORMATION, ESTABLISH THE BEST ROUTING AND PLAN FOR AREAS THAT WILL REQUIRE HAND DIGGING.
H. ALL PATHWAYS ON SITE SHALL HAVE A MINIMUM OF 36" OF CLEAN, PROPERLY COMPACTED COVER.
I. CAREFULLY CUT AND RETAIN SOD ALIVE FOR REINSTALLATION, SAW CUT, REMOVE, AND LEGALLY DISPOSE OF CONCRETE AND ASPHALT.
J. INSTALL MOLDED PLASTIC INTERMEDIATE (HORIZONTAL) SPACERS EVERY SIX FEET WHENEVER TWO OR MORE CONDUITS ARE INSTALLED IN A TRENCH. MAINTAIN A MINIMUM 12-INCH SEPARATION BETWEEN POWER AND COMMUNICATIONS CONDUITS. WHERE TRENCH IS SHARED WITH OTHER UTILITIES, A MINIMUM 24-INCH SEPARATION SHALL BE MAINTAINED FROM WATER, GAS, OR SEWER LINES. ALL CONDUIT SEPARATIONS ARE MEASURED SURFACE-TO-SURFACE AND NOT CENTER-TO-CENTER.
K. FILL TRENCH AND COMPACT TO MATCH ADJACENT UNDISTURBED SOIL. REPLACE SOD TO MATCH EXISTING. POUR CONCRETE AND REPLACE ASPHALT TO MATCH ADJACENT SURFACES.
L. CONTRACTOR SHALL BE RESPONSIBLE FOR REPAIR OF ANY DAMAGE TO EXISTING BURIED POWER, COMMUNICATIONS, GAS, WATER, SEWER, IRRIGATION PIPING, ETC. AND SHALL HIRE TRAINED AND CERTIFIED CRAFTSMEN TO PERFORM THE REPAIRS AND BRING THEM BACK TO 'LIKE EXISTING' CONDITIONS. REPAIR WORK WILL NOT BE CONSIDERED COMPLETE UNTIL ALL SYSTEMS ARE ONCE AGAIN FUNCTIONING PROPERLY AND OWNER IS SATISFIED WITH THE REPAIRS.
M. EXISTING UTILITIES AND SITE CONDITIONS ARE NOT SHOWN ON THESE DRAWINGS. REFER TO CIVIL DRAWINGS FOR LOCATION OF EXISTING UTILITIES AND SITE INFORMATION.

KEY NOTES:

1. EXISTING WALL MOUNTED TELECOMMUNICATIONS CABINET LOCATION. PROVIDE RACK MOUNTED FIBER OPTIC PATCH PANEL. PROVIDE (4) 1 GIGABIT LC SFPs FOR EXISTING VIGITRON SWITCH. SEE SPECIFICATIONS FOR ADDITIONAL DETAILS.
2. NOT USED
3. EXISTING 4" CONDUIT BETWEEN TELECOMMUNICATIONS ROOM AND EXISTING HANDHOLE. USE PATHWAY TO RUN FIBER.
4. APPROXIMATE LOCATION OF EXISTING HANDHOLE. PROVIDE TYPE II COMMUNICATIONS HANDHOLE. SEE DETAIL 6/T-3 FOR ADDITIONAL INFORMATION.
5. TRENCH 2" SCHEDULE 40 PVC CONDUIT BETWEEN COMMUNICATION HANDHOLES AS SHOWN. SEE DETAIL 2/T-3 FOR ADDITIONAL INFORMATION.
6. TRENCH 2" SCHEDULE 40 PVC CONDUIT BETWEEN COMMUNICATION HANDHOLES AS SHOWN. SEE DETAIL 2/T-3 FOR ADDITIONAL INFORMATION.
7. TRENCH 2" SCHEDULE 40 PVC CONDUIT BETWEEN COMMUNICATION HANDHOLE AND H-FRAME MOUNTED COMMUNICATIONS ENCLOSURE AS SHOWN. SEE DETAIL 2/T-3 FOR ADDITIONAL INFORMATION.
8. TRENCH 2" SCHEDULE 40 PVC CONDUIT BETWEEN COMMUNICATION HANDHOLES AS SHOWN. SEE DETAIL 2/T-3 FOR ADDITIONAL INFORMATION.
9. RUN (1) 12-STRAND SINGLE MODE FIBER OPTIC CABLE FROM TELECOMMUNICATIONS RACK (KEYNOTE 1) TO EACH H-FRAME MOUNTED COMMUNICATIONS ENCLOSURE (KEYNOTE 16), USE PATHWAY SHOWN.
10. COMMUNICATIONS NEMA ENCLOSURE MOUNTED TO H-FRAME. SEE DETAILS 3/T-3 AND 4/T-3 FOR ADDITIONAL DETAILS.
11. PROVIDE TYPE III COMMUNICATIONS HANDHOLE. SEE DETAIL 6/T-3 FOR ADDITIONAL INFORMATION.
12. PROVIDE TYPE IV COMMUNICATIONS HANDHOLE. SEE DETAIL 6/T-3 FOR ADDITIONAL INFORMATION.
13. LIGHT POLE LOCATION. SEE DETAIL 1/T-3 AND ELECTRICAL PLANS FOR ADDITIONAL INFORMATION.
14. PROVIDE TYPE II COMMUNICATIONS HANDHOLE. SEE DETAIL 5/T-3 FOR ADDITIONAL INFORMATION.
15. LIGHT POLE LOCATION. PROVIDE TRENCH RESTORATION FOR ROADWAY CROSSING. SEE CIVIL DETAIL 3/C-3 FOR ADDITIONAL INFORMATION.
16. BORE A SINGLE 4" HDPE SDR 11 CONDUIT BETWEEN COMMUNICATION HANDHOLES AS SHOWN.



2 ICT PLAN – OVERALL PLAN

BICSI REGISTERED COMMUNICATIONS DISTRIBUTION DESIGNER
PMCD TRAINING
BICSI ID # 0000172
EXPIRES 12-31-26

N

40' 20' 0 40' 80'
SCALE IN FEET - PARKING LOT
160' 80' 0 160' 320'
SCALE IN FEET - OVERALL PLAN

100% CD
APRIL 2026

VERIFY SCALE!
THESE PRINTS MAY BE REDUCED. LINE BROWN MEASURES ONE INCH ON ORIGINAL DRAWING.
MODIFY SCALE ACCORDINGLY!

REVISIONS

NO.	DESCRIPTION	DATE	BY
1	Addendum #1	4-17-26	TJICO

Morrison Maierle
engineers · surveyors · planners · scientists
313 N. 25th Street, Suite 102, Billings, MT 59101
406.256.6000 www.m-m.net

MONTANA REGISTERED PROFESSIONAL ENGINEER
65120 PE
4-2-26

DRAWN BY	CCO
DSGN. BY	PJW
APPR. BY	PJW
DATE	04/2026
Q.C. REVIEW BY	PMH
DATE	3/30/26

BILLINGS LOGAN INTERNATIONAL AIRPORT
WEST SHUTTLE PARKING LOT CONSTRUCTION
BILLINGS MONTANA

ICT PARKING LOT PLAN

PROJECT NUMBER 2447.150.25
SHEET NUMBER 19
DRAWING NUMBER **T-2**

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ADDENDUM NO. TWO (2)

CITY OF BILLINGS
AVIATION AND TRANSIT DEPARTMENT
BILLINGS LOGAN INTERNATIONAL AIRPORT

WEST SHUTTLE PARKING LOT CONSTRUCTION

Morrison-Maierle # 2447.150.25

DATE: **APRIL 17, 2026**
BID OPENING DATE: **APRIL 21, 2026**

RECEIVED BY:

Signature

4/17/26
Date

TO: **ALL PLAN HOLDERS**

The Plans and Specifications for the above captioned project are hereby modified and/or superseded by this Addendum.

Bidders shall note the receipt of this Addendum in the space provided on this Addendum and on the Bid Sheet contained in the Project Manual.

GENERAL NOTES

1. ICT Boring Information. For Construction Drawings will be issued following the bid opening. Minimum boring pipe size is 3 inches. Boring pipe can be Schedule 80 PVC or HDPE SDR 11. Both materials are approved.

Issued by Morrison-Maierle, Inc.

Heather Mosser

Heather Mosser, P.E.
Airport Engineer

PROJECT MANUAL

FOR

WEST SHUTTLE PARKING LOT CONSTRUCTION

BILLINGS LOGAN INTERNATIONAL AIRPORT

FOR

CITY OF BILLINGS
210 NORTH 27TH STREET
BILLINGS, MT 59101

Prepared by:

Morrison-Maierle
315 N. 25th Street, Suite 102
Billings, MT 59101

Phone: 406-656-6000

Fax: 406-237-1201

Written By: DCM Checked By: HEM

Approved by: Dylan C. Mahoney, P.E.

PROJECT NO: 2447.150.25-040-0213

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Omitted

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Omitted

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Omitted

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Omitted

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Omitted

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Omitted

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Omitted

PART 14 - MONTANA PUBLIC WORKS STANDARD SPECIFICATIONS

The Montana Public Works Standard Specifications, Sixth Edition, technical provisions, section 2500 is included by reference, and shall apply on this project with the exception of the City of Billings Standard Modifications To Montana Public Works Standard Specifications, Sixth Edition, for section 2500.

The technical specifications included herein are as follows.

DIVISION 1 – GENERAL REQUIREMENTS

Section 01025 Measurement & Payment
Section 01030 Technical Provisions

DIVISION 2 – SITE CONSTRUCTION

Section 02370 Riprap and Bank Protection

The technical specifications included by reference are as follows:

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Geotech Engineering Report by Rimrock Engineering, Inc. 01.06.2026

END

SECTION 1.1

INVITATION TO BID
AIRPORT IMPROVEMENTS
BILLINGS LOGAN INTERNATIONAL AIRPORT
BILLINGS, MONTANA

Notice is hereby given that sealed bids will be received and publicly opened at **2:00 p.m., local time on Tuesday, April 21, 2026** by the Billings City Clerk, via e-mail at bids@billingsmt.gov, or via mail delivery at 316 N. 26th Street, Billings, MT, 59101 (P.O. Box 1178, Billings, MT 59103) for the construction of **"West Shuttle Parking Lot Construction"** to include the following:

Schedule 1 – Parking Lot Construction
Schedule 2 – Lighting and Communication
Additive Alternative #1 – Embankment

This work is to include all tools, equipment, materials and labor to complete this project. The work consists of but is not limited to: Excavation, Backfill, Utility Infrastructure, Asphalt Paving, Lighting, Security Cameras, Pavement Markings, Topsoiling, and Seeding.

Bids must be sealed and delivered to the City of Billings, at or before **2:00 p.m., local time on Tuesday April 21, 2026,** and marked **"Bid for West Shuttle Parking Lot Construction at the Billings Logan International Airport."** The bidder's name, address and state Contractor's Registration Number shall appear in the lower left hand corner of the envelope.

Bids will be publicly opened and read aloud via Facebook Live on the City's Facebook page: https://www.facebook.com/Billings-MT-City-Government-74352842013/. Bid tabulations will be posted for public viewing after the bids have been opened.

Bid Bond. All bids must be accompanied by lawful monies of the United States or a Cashier's Check, a Certified Check, Bid Bond, Bank Money Order or Bank Draft, drawn and issued by a National Banking Association located in the State of **Montana**, or by any Banking Corporation incorporated under the Laws of the State of **Montana**, in an amount equal to not less than ten (10) percent of the total bid, payable to the order of the City of Billings as liquidated damages in the event said successful bidder shall fail or refuse to execute the contract in accordance with the terms of his bid.

Performance and Payment Bond. After a contract is awarded, the successful bidder will be required to furnish a separate Performance and Payment Bond, each in the amount of one hundred percent (100%) of the contract.

Contract Documents. The Contract Documents consisting of half size Drawings and Project Manual may be **viewed or** obtained by electronic documents online by end of the day on April 3, 2026.

Electronic Transfer - Complete electronic Project Plans, Project Manual, and "**Bid Proposal Packet**" are available at the Morrison-Maierle, Inc. website "**www.m-m.net**", by clicking on the "Projects Bidding" link and selecting this project from the project list. Documents can *only* be viewed on the Morrison-Maierle, Inc. website and cannot be downloaded or printed without purchasing. To purchase and download the project documents in pdf format and be placed on the

planholder's list, click "Download Project PDF" and sign on to QuestCDN.com. Plan documents and "**Bid Proposal Packet**" can be downloaded for a fee of $40.00. Please contact QuestCDN at 952-233-1632 or email "info@questcdn.com" for assistance in the free membership registration, downloading, and working with this digital project information.

The Owner reserves the right to reject any or all bids and to waive irregularities.
The Bidder must supply all the information required by the bid documents and specifications.

TITLE VI SOLICITATION NOTICE: The City of Billings, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4), 28 CFR § 50.3, and 49 CFR Part 21, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, all contractors will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of the owner's race, color, national origin, sex, creed, age, or disability in consideration for an award.

Davis Bacon. The Contractor will be required to comply with the wage and labor requirements and to pay minimum wages in accordance with the schedule of wage rates established by the United States Department of Labor as referenced in the Contract.

DISADVANTAGED BUSINESS ENTERPRISE:
The requirements of 49 CFR Part 26 including any amendments thereto apply to this contract. It is the policy of the City of Billings – Billings Logan International Airport to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. The Owner encourages participation by all firms qualifying under this solicitation regardless of business size or ownership.

Contractor Registration. Contractors and any subcontractors doing work on this project will require registration with the **Montana** Department of Labor and Industry. Forms for registration are available from the Department of Labor and Industry, P.O. Box 8011, 1805 Prospect Avenue, Helena, **Montana** 59604-8011. Information on registration can be obtained by calling 1-800-556-6694. Contractors are required to have been registered with the Department of Labor and Industry prior to bidding on this project.

Funding and Award. This contract will be funded with local funds. Therefore, award of the Contract by the Sponsor will be made subject to concurrence of the City of Billings. The right is reserved to reject any or all proposals received, to waive informalities, to postpone the award of the contract for a period of not to exceed **sixty (60) days**, and to accept the lowest responsive and responsible bid which is in the best interest of the Owner.

Pre-bid Conference. The pre-bid conference is hereby established at **2:00 p.m., Tuesday, April 14, 2026**, at the Airport Operations Building, 2281 Overlook Drive (west of the terminal), upstairs conference room. Failure of the Contractor to thoroughly familiarize themselves with the scope of this project does not relieve the Contractor from the requirement of this Agreement. A tour of the work site at the **Billings Logan International Airport** will be conducted following the pre-bid conference.

Signed: /s/ Denise Bohlman

City Clerk
City of Billings
P.O. Box 1178
Billings, Montana 59103

First Publication: **April 3, 2026**
Second Publication: **April 10, 2026**
Third Publication: **April 17, 2026**

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Section 1.2 Instructions To Bidders

1. PROPOSALS:

a. FORM. Each proposal shall be made on a form prepared by the Engineer and included as one of the contract documents. Proposals shall be submitted in a sealed envelope by hand delivery, mail or electronically via e-mail and marked "**Bid for West Shuttle Parking Lot Construction, Billings Logan International Airport**." The name and address of the bidder, and the bidder's Montana Contractor's Registration Number shall appear on the lower left-hand corner of the envelope or in the e-mail message.

Only **Section 1.6 Proposal - Bid Packet** shall be used for submitting a Bid. **All papers bound with or attached to "Section 1.6 Bid Proposal" are necessary parts and must be submitted in its entirety.**

The blank spaces in the form must be filled in correctly for each item and the bidder must state the price in words and in figures for which he/she proposes to do each item of work contemplated. All proposals must be totaled and in cases of errors or discrepancies, the unit prices or lump sum prices written in words shall govern.

Each proposal must be signed in ink and display the name, address, current Montana Contractor's Registration Number of the Bidder in the blank spaces provided. If the proposal is made by a firm or partnership, the name and address of the firm or partnership shall be shown, together with the names and addresses of the members. If the proposal is made by a corporation, it must be signed in the name of each corporation by an official who is authorized to bind the bidder. Two or more Contractors bidding as a joint venture must submit a bid displaying the joint venture's current Montana Contractor's Registration Number.

Any bid not displaying the above mentioned information will be considered incomplete, will not be read and will be rejected.

b. MODIFICATIONS. No alteration in proposals or in the printed forms will be permitted by erasures or interlineations. Alternate proposals will not be considered unless called for. Oral proposals or modifications will not be considered. Proposals carrying riders or qualifications may be rejected as irregular.

c. EXAMINATION OF CONTRACT DOCUMENTS AND VISIT TO SITE. Before submitting a proposal, bidder shall carefully examine the drawings, read the specifications and the other contract documents, shall visit the work site, and shall fully inform themselves as to all existing conditions and limitations, and shall include in his/her bid, as set forth on the proposal, a sum to cover the cost of all work covered by the contract documents.

d. QUALIFICATIONS OF BIDDERS. Each bidder shall submit "evidence of competency" and "evidence of financial responsibility" to the Owner at the time of the bid opening, as per the requirements under 20-02 QUALIFICATIONS OF BIDDERS in the General Provisions, Section 20 PROPOSAL REQUIREMENTS AND CONDITIONS. If the bidder chooses to submit a State Highway Prequalification, it must include Evidence of Financial Responsibility. Any submitted State Highway Prequalification that does not specifically address Evidence of Financial Responsibility of the Bidder, shall not be considered as satisfactory evidence to meet this requirement.

e. MINIMUM PROPOSAL REQUIREMENTS. As a minimum, **the following items must be included in the "Bid Proposal" from the Bidder.** Bid submitted which does not contain this information will be considered non-responsive and the bid will be rejected.

1) Signed Proposal including bidder's **Montana** Contractor's Registration Number. Items within the Proposal to be completed/provided include the following:

   a) Completed bid sheets, as prepared by the Engineer and included in these Contract Documents. Bid sheets in the "Bid Proposal" shall be completed as per Section 1.a. in these Instructions to Bidders, in order to be acceptable.

   b) Completed Acknowledgement of **Proposal Guaranty** and amount, written in Proposal.

   c) Completed Equal Opportunity Certification by checking the appropriate boxes in the Proposal.

   d) DBE Requirements include the Completed Bidders List.

   e) Acknowledgement of all Addenda.

   f) Evidence of Competency and Financial Responsibility, by checking the appropriate box or by completing the forms in the Proposal.

   g) Buy American Certification with the appropriate box checked in the Proposal.

2) **Proposal Guaranty** as per the Invitation to Bid.

3) Qualifications of Bidders. Each bidder shall submit information as per General Provisions, Section 20, Paragraph 20-02, and Section 1.e.-1.g. in these Instructions to Bidders.

f. DELIVERY OF PROPOSALS. Proposals shall be delivered by the "official time" and to the place stipulated in the Invitation to Bid. The "official time" shall be based on the time of the "official clock" as determined by the Owner. It is the sole responsibility of the Bidder to see that this proposal is received in proper time, based on the Owner's "official clock". Any proposal received after the scheduled closing time for receipt of proposals shall be rejected, and returned to the Bidder unopened.

g. WITHDRAWAL. Any Bidder may withdraw his proposal, either personally or by e-mail or written request, at any time prior to the scheduled closing time for opening of proposals.

h. OPENING. Proposals will be opened and publicly read aloud at the time and place set forth in the "Invitation to Bid".

i. AWARD OR REJECTION. The contract will be awarded to the low, responsive, responsible Bidder complying with these instructions, the Invitation to Bid, and the specifications. The Owner reserves the right to reject any or all proposals or to waive any formality or technicality in any proposal in the interest of the Owner. No Bidder may withdraw his/her proposal for a period of sixty (60) days after the date of opening thereof. The Special Provisions include more specific information on award or rejection.

2. INTERPRETATION OF DOCUMENTS:

If any person contemplating submitting a proposal is in doubt as to the true meaning of any part of the drawings, specifications or other contract documents, or finds discrepancies in or omissions from the drawings or specifications, he/she may submit to the Engineer a written request for an interpretation or correction thereof. The person submitting the request will be responsible for its prompt delivery. Project questions must be received by 4:00 pm on April 16, 2026, to the Engineer. Questions received after said date will not be answered. Any interpretation or correction of the documents will be made only by addendum duly issued and copy of the addendum will be mailed or delivered to each person receiving a set of the contract documents.

3. ADDENDA:

Any addenda issued during the time of bidding, or forming a part of the contract documents furnished to the Bidder for the preparation of his/her proposal, shall be covered in the proposal and shall be made a part of the contract. Receipt of each addendum shall be acknowledged in the proposal. Any bid in which all issued addenda are not acknowledged will be considered incomplete and will not be read, and shall be rejected.

4. BIDDERS INTERESTED IN MORE THAN ONE PROPOSAL:

No person, firm or corporation shall be allowed to make, file or to be interested in more than one proposal for the same work, unless alternate proposals are called for. A person, firm or corporation who has submitted a subproposal to a Bidder, or who has quoted prices on materials to a Bidder, is not hereby disqualified from submitting a subproposal or quoting prices to other bidders.

5. PROPOSAL GUARANTY:

Each proposal shall be accompanied by a proposal guarantee acceptable to the Owner, in the amount and form specified in the "Invitation to Bid" payable without condition to the Owner as a guaranty that the Bidder, if awarded the contract, will promptly execute the agreement in accordance with the proposal and the other contract documents, and will furnish good and sufficient bond for the faithful performance of the same and for the payment to all persons supplying labor and material for the work. The proposal guarantees of all Bidders, except the two lowest, will be returned promptly after the canvass of proposals.

6. PERFORMANCE AND PAYMENT BOND:

The successful Bidder, simultaneously with the execution of the contract, will be required to furnish faithful separate Performance and Payments Bonds in an amount specified in the Invitation to Bid. Said bonds shall be secured from a surety company satisfactory to the Owner. The form of the bonds the successful bidder will be required to execute are included in the contract documents. The executed bond shall be accompanied by a "Power of Attorney."

7. QUALIFICATION OF BIDDERS:

Following the bid opening but prior to contract award, the Owner may request that bidders submit satisfactory evidence that they have a practical knowledge of the particular work bid upon, and that they have the necessary financial resources to complete the proposed work. In awarding the

contract, due consideration will be given to the present ability, reliability, and general reputation of each of the bidders.

The following points will be considered in particular:

a. The Contractor's organization and equipment available for the work.

b. The Contractor's tentative schedule of operations.

c. The interpretation of the specifications.

d. The Contractor's previous experience in work of this type.

If requested by the Owner each bidder must show that former work performed by him/her has been handled in such a manner that there are no just or proper claims against such work.

No bidder will be acceptable if he/she is engaged on any other work, which impairs his/her ability to finance this contract or provide proper equipment for the proper execution of same.

The bidder submitting what appears to be the best bid may be required to meet with the Owner and the Engineer prior to the award of the contract for the purpose of discussing pertinent details pertaining to the proposed work. Should the conference indicate that the Contractor does not appear to be in a position to properly undertake the work, or that he/she has not properly familiarized himself/herself with the plans and specifications, the Owner reserves the right to reject the bid of this Contractor, and to consider the next bidder.

The Bidder is also required to certify that he/she is not presently working beyond the contract time, including authorized time extensions, on any previously awarded public contract project. The Owner may refuse to award the contract to a Bidder unless he/she has completely executed any previous contract upon which he/she has worked beyond contract time.

8. MONTANA STATE LAWS AND REGULATIONS:

Title 39, Chapter 9, Part 2, MCA, requires registration of Contractors with the Montana Department of Labor and Industry. No bids will be considered that do not carry the Bidder’s Montana Contractor’s Registration Number on the bid form and also on the envelope containing the Bid. Information pertaining to this requirement and registration forms may be obtained from the Montana Department of Labor and Industry, P.O. Box 8011, 1805 Prospect Avenue, Helena, Montana 59604-8011 or by calling 1-406-444-7734.

The Bidder's attention is directed to Section 15-50-205 and 15-50-206 MCA, which requires Public Contractors to pay to the State, a sum equal to one percent (1%) of the gross receipts from all public contracts under certain specified conditions.

The Owner shall withhold, in addition to other amounts provided in the specifications, one percent (1%) of all moneys due to the Contractor and shall transmit such moneys to the State Department of Revenue. Prime Contractors shall be responsible for withholding one percent (1%) of all moneys due to subcontractors for work performed under contracts for public work.

9. INDUSTRIAL ACCIDENT INSURANCE:

The Contractor's attention is called to the Workers Compensation laws in force in Montana (Title 39 Chapter 71 MCA). The Contractors compliance with said laws is required, and he/she shall furnish the Owner satisfactory evidence showing that all premiums arising from this contract have been paid before final contract payment is made.

10. LABOR AND MINIMUM WAGE RATES:

In accordance with Federal Law, the Contractor shall pay the standard prevailing rate of wages including fringe benefits and travel allowances in effect as paid in the county or locality in which the work is being performed. Contractor shall comply with all Labor and Wage Provisions as included in Section 1.8 Federal Provisions.

(End)

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ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

Section 1.3 Performance Bond

CONTRACTOR *(name and address)*:

SURETY *(name and address of principal place of business)*:

OWNER *(name and address)*:

CONSTRUCTION CONTRACT
Effective Date of the Agreement:
Amount:
Description *(name and location)*:

BOND
Bond Number:
Date *(not earlier than the Effective Date of the Agreement of the Construction Contract)*:
Amount:
Modifications to this Bond Form: ☐ None ☐ See Paragraph 16

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

_____ *(seal)*
Contractor's Name and Corporate Seal

By: _____
Signature

_____
Print Name

_____
Title

Attest: _____
Signature

_____
Title

SURETY

_____ *(seal)*
Surety's Name and Corporate Seal

By: _____
Signature *(attach power of attorney)*

_____
Print Name

_____
Title

Attest: _____
Signature

_____
Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

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1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.

3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after:

3.1 The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;

3.2 The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

3.3 The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:

7.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

7.2 additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and

7.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.

9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.

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10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

11. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

14. Definitions

14.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

14.2 Construction Contract: The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

14.3 Contractor Default: Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

14.4 Owner Default: Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

14.5 Contract Documents: All the documents that comprise the agreement between the Owner and Contractor.

15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

16. Modifications to this Bond are as follows:

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ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

Section 1.4 Payment Bond

CONTRACTOR *(name and address)*:

SURETY *(name and address of principal place of business)*:

OWNER *(name and address)*:

CONSTRUCTION CONTRACT

Effective Date of the Agreement:
Amount:
Description *(name and location)*:

BOND

Bond Number:
Date *(not earlier than the Effective Date of the Agreement of the Construction Contract)*:
Amount:
Modifications to this Bond Form: ☐ None ☐ See Paragraph 18

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

_____ *(seal)*
Contractor's Name and Corporate Seal

By: _____
Signature

_____
Print Name

_____
Title

Attest: _____
Signature

_____
Title

SURETY

_____ *(seal)*
Surety's Name and Corporate Seal

By: _____
Signature *(attach power of attorney)*

_____
Print Name

_____
Title

Attest: _____
Signature

_____
Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

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1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.

4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.

5. The Surety's obligations to a Claimant under this Bond shall arise after the following:

   5.1 Claimants who do not have a direct contract with the Contractor,

      5.1.1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and

      5.1.2 have sent a Claim to the Surety (at the address described in Paragraph 13).

   5.2 Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).

6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.

7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

   7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

   7.2 Pay or arrange for payment of any undisputed amounts.

   7.3 The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

8. The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

9. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.

11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

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12. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

13. Notice and Claims to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

16. **Definitions**

16.1 **Claim:** A written statement by the Claimant including at a minimum:

1. The name of the Claimant;
2. The name of the person for whom the labor was done, or materials or equipment furnished;
3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
4. A brief description of the labor, materials, or equipment furnished;
5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
7. The total amount of previous payments received by the Claimant; and
8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.

16.2 **Claimant:** An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

16.3 **Construction Contract:** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

16.4 **Owner Default**: Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

16.5 **Contract Documents:** All the documents that comprise the agreement between the Owner and Contractor.

17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

18. Modifications to this Bond are as follows:

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Section 1.5 Contract

THIS CONTRACT, made as of _____ by and between the **City of Billings**, hereinafter called the OWNER, and _____ hereinafter called the CONTRACTOR.

WITNESSETH THAT, whereas the OWNER intends to construct improvements at Billings Logan International Airport, **West Shuttle Parking Lot Construction**, consisting of:

Schedule 1 – Parking Lot Construction
Schedule 2 – Lighting and Communication
Additive Alternative #1 - Embankment

hereinafter called the PROJECT, in accordance with Drawings, Specifications and other Contract Documents prepared by **Morrison-Maierle, Inc.,** hereinafter called the ENGINEER, and as such designated by the parties hereto as an agent for the OWNER to protect the interests of the OWNER and to ensure that the CONTRACTOR's work is done in full compliance with the terms of this CONTRACT.

NOW, THEREFORE, the OWNER and the CONTRACTOR, for the considerations herein set forth, agree as follows:

THE CONTRACTOR AGREES to furnish all the necessary labor, materials, equipment, tools and services necessary to perform and complete, in a workmanlike manner, all work required for the construction of the Project included in the following units and items of the Proposal in strict compliance with the Contract Documents herein mentioned, which are hereby made a part of the Contract:

A. CONTRACT TIME: Work under this Contract shall commence upon written Notice To Proceed and shall be completed within the specified calendar days of the commencement of the Contract Time as specified in the Special Provisions.

B. LIQUIDATED DAMAGES AND ACTUAL DAMAGES: Subject to the provisions of the General and Special Provisions, the OWNER shall be entitled to be paid by the Contractor for liquidated damages, actual damages and damages for additional engineering services as specified in the Special Provisions and as referenced in the “Bid Proposal”. (See attached “Acknowledgement of Liquidated Damages” form.)

C. LOBBY DISCLOSURE: As a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code, the Contractor agrees to provide Certification of Disclosure of Lobbying activities and shall require that the language of this certification be included in the award of documents for all sub-awards at all tiers and that all sub-recipients shall certify and disclose accordingly. (See attached “Disclosure of Lobbying Activities” form.)

D. SUBCONTRACTORS: The CONTRACTOR agrees to bind every subcontractor by the terms of the Contract Documents and incorporate into all subcontracts and purchase orders the required contract provisions in Section 1.8. The Contract Documents shall not be construed as creating any contractual relation between subcontractor and the OWNER.

E. CONTRACT PRICE: THE OWNER AGREES to pay, and the CONTRACTOR agrees to accept, in full payment for the performance of this Contract, the Contract amount of _____ _____Dollars ($_____) based on the prices stipulated in the Proposal and in accordance with the provisions of the Contract Documents.

F. PAYMENT PROCEDURES: Progress payments will be made in accordance with the General Conditions and Special Provisions.

G. CONTRACT DOCUMENTS: The term "CONTRACT DOCUMENTS" as used herein shall mean and include this Contract (Section 1.5) and the entire Project Manual consisting of Parts 00 through 16, and any modifications thereto issued after execution. All such documents are hereby incorporated by reference and made a part of this Contract. In the event any provision of one Contract Document conflicts with the provision of another Contract Document, the provision in that Contract Document first listed below shall govern, except as otherwise specifically stated:

a. Contract (This Instrument)
b. Performance and Payment Bonds
c. Addenda to Contract Documents (List):_____
d. Legal and Procedural Documents:
    1. Proposal
    2. Proposal Guaranty
    3. Instructions to Bidders
    4. Invitation to Bid
e. Special Provisions
f. Drawings (List Sheet Numbers):_____
g. Technical Provisions
h. General Conditions

H. AUTHORITY AND RESPONSIBILITY OF THE ENGINEER: The ENGINEER shall decide any and all questions which may arise as to the quality and acceptability of materials furnished, work performed, rate of progress of work, interpretation of drawings and specification, and all questions as to the acceptable fulfillment of the Contract on the part of the CONTRACTOR. In acting in this capacity under this Contract, the ENGINEER is acting as an agent for the OWNER to protect the interest of the OWNER. ENGINEER will endeavor for the benefit of the OWNER to determine, in general, if the work is proceeding in accordance with the contract documents. ENGINEER will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work. ENGINEER'S efforts will be directed toward providing for owner a greater degree of confidence that the completed work will conform generally to the contract documents. This service does not include direction or supervision of the CONTRACTOR's employees, agents or subcontractors, or the inspection of any of the equipment, installations, temporary shoring, or any other of the CONTRACTOR's operations or those of his subcontractor, to safeguard their agents or public employees or the general public, or to prevent damage to public or private property, these being the sole responsibility of the CONTRACTOR.

I. SAFETY PROVISIONS: It is a condition of the Contract, and shall be made a condition of each subcontract entered into pursuant to this Contract, that the CONTRACTOR and any subcontractor shall not require any laborer or mechanic employed in performance of the Contract to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety, as determined under construction safety and health

standards. Title 29 Code of Federal Regulations, Part 1518, 36 F.R., 7340, promulgated by the United States Secretary of Labor in accordance with Section 107 of the Contract Work Hours and Safety Standards Act, 82 Stat. 96.

J. LABOR PROVISIONS: The labor provisions of Section 1.8 A9 Davis Bacon Requirements are hereby made a part of this contract.

K. SUCCESSORS AND ASSIGNS: This contract and all of the covenants hereof shall ensure to the benefit of, be binding upon the OWNER and the CONTRACTOR respectively, and his partners, successors, assigns, and legal representatives. Neither the OWNER nor the CONTRACTOR shall have the right to assign or transfer his interests or obligations hereunder without written consent of the other party.

L. ATTORNEY'S FEES: In the event either party engages the services of an attorney to enforce any provisions hereof or to secure payments, the prevailing Party in any action to compel compliance with this AGREEMENT shall be entitled to reasonable attorney's fees and costs.

M. AFFIDAVIT OF AMOUNTS PAID DBE PARTICIPANTS: Upon completion of the project, the Bidder agrees to complete the attached "Affidavit of Amounts Paid DBE Participants" indicating actual DBE firms used, a description of utilization, and the amount paid each DBE firm. (See Forms Appendix, make copies as needed, complete and provide to project engineer.)

N. INDEMNITY: The CONTRACTOR SHALL:

A. Indemnify, defend and save the OWNER, its officers, agents and employees harmless from any and all losses, damage and liability occasioned by, growing out of, or in any way arising or resulting from any intentional, reckless or negligent act on the part of CONTRACTOR or its officers, agents or employees.

B. Not indemnify, defend, save and hold the OWNER harmless from claims, causes of action, lawsuits, damages, judgments, liabilities, and litigation costs and expenses or attorneys' fees, expert fees and costs arising from wrongful, reckless or negligent acts, error or omission solely of the OWNER occurring during the course of or as a result of the performance of the AGREEMENT.

C. Where claims, lawsuits or liability, including attorneys' fees, expert fees and costs arise from wrongful, reckless or negligent act of both the OWNER and CONTRACTOR, CONTRACTOR shall indemnify, defend, save, and hold the OWNER harmless from only that portion of claims, causes of action, lawsuits, damages, judgments, liabilities, and litigation costs and expenses including attorneys' fees, expert fees and costs, which result from CONTRACTOR'S wrongful, reckless or negligent acts occurring as a result from CONTRACTOR'S performance pursuant to this AGREEMENT.

The OWNER SHALL:

A. Indemnify, defend and save CONTRACTOR, its officers, agents and employees harmless from any and all losses, damage and liability occasioned by, growing out of, or in any way arising or resulting from any intentional or negligent act on the part of OWNER or its agents or employees.

B. Not indemnify, defend, save and hold the CONTRACTOR harmless from claims, causes of action, lawsuits, damages, judgments, liabilities, and litigation costs and expenses or attorneys' fees and costs arising from wrongful, reckless or negligent acts, error or omission solely of CONTRACTOR occurring during the course of or as a result of the performance of the AGREEMENT.

C. Where claims, lawsuits or liability, including attorneys' fees and costs arise from wrongful, reckless or negligent act of both the CONTRACTOR and the OWNER, the OWNER shall indemnify, defend, save, and hold the CONTRACTOR harmless from only that portion of claims, causes of action, lawsuits, damages, judgments, liabilities, and litigation costs and expenses including attorneys' fees and costs, which result from the OWNER'S or its officers, agents or employee's wrongful, reckless or negligent acts occurring as a result from the OWNER'S performance pursuant to this AGREEMENT.

IN WITNESS WHEREOF, the parties have made and executed this Contract this day and year first above written.

CITY OF BILLINGS, MONTANA	
OWNER	CONTRACTOR
By:	By:
Title:	Title:
P.O. Box 1178	
Business Address	Business Address
Billings MT 59103	
City State Zip	City State Zip

APPROVED AS TO FORM

City Attorney's Office

ATTEST

Billings City Clerk

See attached forms:

A. CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS (Requires Signature)

B. DISCLOSURE OF LOBBYING ACTIVITIES (Requires Disclosure)

C. LETTER OF INTENT (Requires Signature If Utilizing DBE)

D. ACKNOWLEDGEMENT OF LIQUIDATED DAMAGES (Requires Signature)

Attachment "A"
CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobby Activities," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon with reliance was placed when this transaction was made of entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signed:_____
Contractor's Authorized Representative

Dated:_____

Attachment "B"
DISCLOSURE OF LOBBYING ACTIVITIES
Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

1. Type of Federal Action: ¨ a. Contract ¨ b. Grant ¨ c. Cooperative Agreement ¨ d. Loan ¨ e. Loan Guarantee ¨ f. Loan Insurance	2. Status of Federal Action ¨ a. id/Offer/Application ¨ b. Initial Award ¨ c. Post-award	3. Report Type: ¨ a. Initial filing ¨ b. Material change For Material Change Only: Year___ Quarter Date of last report
4. Name and Address of Reporting Entity: ¨ Prime ¨ Subawardee Tier ___, *if known:* Congressional District, *if known:*	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, *if known:*	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, *if applicable:*	
8. Federal Action Number, *if known:*	9. Award Amount, *if known:* $	
10. a. Name and Address of Lobbying Entity *(if individual, last name, first name, MI):*	b. Individuals Performing Services *(including address if different from No. 10a)* *(last name, first name, MI):* *(attach Continuation Sheet(s) SF-LLL-A, if necessary)*	
11. Amount of Payment *(check all that apply):* $_____ ¨ actual ¨ planned	13. Type of Payment *(check all that apply):* ¨ a. Retainer ¨ b. One- time fee ¨ c. Commission ¨ d. Contingent fee ¨ e. Deferred ¨ f. Other; specify:	
12. Form of Payment *(check all that apply):* ¨ a. Cash ¨ b. In-kind: specify: nature_____value		
14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment indicated in Item 11: *(attach Continuation Sheet(s) SF-LLL-A, if necessary)*		
15. Continuation Sheet(s) SF-LLL-A attached: ¨ Yes ¨ No		
Information requested through this form is authorized by title 31 U.S.C. Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.	Signature: Print Name: Title: Telephone No:_____ Date:	
Federal Use Only:	Authorized for Local Reproduction Standard Form - LLL	

DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET

Reporting Entity: _____ Page _____ of _____

Attachment "C"
LETTER OF INTENT

The Letter of Intent form shall be completed, and **submitted with the executed contract documents**. A separate Letter of Intent form is required for each proposed DBE subcontractor.

LETTER OF INTENT

Name of Bidder's Firm: _____

Bidder's Address: _____

City: _____ State: _____ Zip: _____

Name of DBE Firm: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone (including area code): _____

Description of work to be performed by DBE firm:

Bidder intends to utilize the above named DBE firm for the work described above. The estimated amount of work is valued at $_____

Bidder's confirmation of intent to use DBE contractor:

Bidder's Signature: _____

Attachment "D"
ACKNOWLEDGEMENT OF LIQUIDATED DAMAGES

This acknowledgment dated this _____ day of _____, 20____, by wherein _____acknowledges and agrees that the public improvement contract contains a liquidated damages clause. _____ acknowledges and agrees that because the project involves the construction of public improvements said liquidated damages clause is necessary. _____ acknowledges and agrees that the City of Billings is damaged in the amount of $ 300.00 (Three Hundred and no/100 Dollars) for each day past the contract's completion date that this project is not completed.

_____ acknowledges and agrees that because this is a public improvement project, it is extremely difficult to calculate the City of Billings' actual damages for delay in completing the project but that this mutually agreed upon figure for liquidated damages of $ 300.00 (Three Hundred and no/100 Dollars) is the best approximation possible, is reasonable and is not a penalty. This mutually agreed upon liquidated damages amount has been specifically taken into account in arriving at the dollar amount of the submitted bid. This liquidated damages amount shall be included in the public improvement project contract and _____acknowledges and agrees to be bound by this amount should _____ be awarded the public improvement contract.

This mutually agreed upon amount may be deducted from money due or to become due _____ should_____ be awarded the public improvement contract and should _____ fail to complete the work within the time specified in the contract.

By: _____
(Contractor)

Its: _____
(Title)

SECTION 1.6

BID PROPOSAL

West Shuttle Parking Lot Construction

for

City of Billings, Billings, Montana
BILLINGS LOGAN INTERNATIONAL AIRPORT

April 2026

[ ] Completed Bid Form with unit prices in Words and Figures
[ ] 10% Bid Security Enclosed
[ ] Completed Bidder's List
[ ] Evidence of Competency & Evidence of Financial Responsibility
[ ] Bid Proposal Signed/Dated
[ ] Contractor's Registration Number Provided
[ ] Addendums Acknowledged

Name of Bidder_____

Address_____

Telephone No._____

Project No. 2447.150.25 -040-0213

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BID PROPOSAL
BILLINGS LOGAN INTERNATIONAL AIRPORT

West Shuttle Parking Lot Construction

To the City of Billings, Montana
(Hereinafter called "Owner")

The undersigned bidder, having examined the plans, specifications and other proposed Contract Documents, the extent, character and location of the proposed work, the nature and type of the excavation to be done, the condition and arrangement of existing structures affecting or affected by the proposed work, and being cognizant of the location and condition of existing roadways giving access to the sites of the work, and the topography of the site of the work, and its effect on drainage and surface runoff which might affect the work, hereby proposes to furnish all materials, tools, labor and equipment for the completion of the approximate quantities of work listed below and all of the work appurtenant thereto in connection with this project for the City of Billings, Billings, Montana.

West Shuttle Parking Lot Construction

Schedule 1 – Parking Lot Construction
Schedule 2 – Lighting and Communication
Additive Alternate #1 – Embankment

And all specified work appurtenant thereto in connection with this project for the City of Billings, Billings, Montana, in accordance with plans, specifications and other contract documents on file at the Office of the Director of Aviation and Transit, Billings Logan International Airport, Billings, Montana, for the unit prices quoted on the bid sheet(s) included herein.

Additional Notes:

A $50,000 contingency has been added to Schedule 2 of the proposal to be included in the total amount. The contingency will cover any additional work that may be necessary for the completion of Schedule 2 outside of the original scope of work. The contingency item may only be used after signed approval by the Owner and Engineer. The Owner shall retain the contingency amount if no additional work is found to be necessary.

SCHEDULE 1
Parking Lot Construction

Bid Item No.	Spec. No.	Description	Qty.	Units	Unit Price	Total Price
101	C-100	Contractor Quality Control Program	1	LS		
		Dollars per LS				
		(Unit Price Written in Words)				
102	C-102	Straw Wattle	330	LF		
		Dollars per LF				
		(Unit Price Written in Words)				
103	C-102	Dust Control Emulsion	3.8	Acre		
		Dollars per Acre				
		(Unit Price Written in Words)				
104	C-105	Mobilization	1	LS		
		Dollars per LS				
		(Unit Price Written in Words)				
105	C-105	Traffic Control	1	LS		
		Dollars per LS				
		(Unit Price Written in Words)				
106	C-105	Signatory Authority Person	1	EA		
		Dollars per EA				
		(Unit Price Written in Words)				
107	C-105	Security Badge AOA - Employee	5	EA		
		Dollars per EA				
		(Unit Price Written in Words)				
108	P-101	Pavement Removal, Asphalt	17	SY		
		Dollars per SY				
		(Unit Price Written in Words)				
109	P-151	Tree Removal	1	LS		
		Dollars per LS				
		(Unit Price Written in Words)				
110	P-152	Unclassified Excavation	27,996	CY		
		Dollars per CY				
		(Unit Price Written in Words)				

SCHEDULE 1
Parking Lot Construction

Bid Item No.	Spec. No.	Description	Qty.	Units	Unit Price	Total Price
111	P-152	Exploratory Excavation	5	HR		
			Dollars per HR			
		(Unit Price Written in Words)				
112	P-208	1 ½-inch Crushed Aggregate Base Course	2,749	CY		
			Dollars per CY			
		(Unit Price Written in Words)				
113	02510	Asphalt Surface Course Type “B” - Mod	2,460	TN		
			Dollars per TN			
		(Unit Price Written in Words)				
114	02510	Asphalt Surface Course Binder (PG 64-28)	150	TN		
			Dollars per TN			
		(Unit Price Written in Words)				
115	02502	Emulsified Asphalt Tack Coat (CSS-1h)	0.5	TN		
			Dollars per TN			
		(Unit Price Written in Words)				
116	02581	Pavement Marking – Yellow (Waterborne) with Glass Beads - 1st Application	2,783	SF		
			Dollars per SF			
		(Unit Price Written in Words)				
117	02581	Pavement Marking – Yellow (Waterborne) with Glass Beads - 2nd Application	2,783	SF		
			Dollars per SF			
		(Unit Price Written in Words)				
118	D-701	12-inch RCP Class V Storm Drain with FETS	366	LF		
			Dollars per LF			
		(Unit Price Written in Words)				
119	D-701	18-inch RCP Class IV Storm Drain with FETS	75	LF		
			Dollars per LF			
		(Unit Price Written in Words)				

SCHEDULE 1
Parking Lot Construction

Bid Item No.	Spec. No.	Description	Qty.	Units	Unit Price	Total Price
120	01025	4-inch Bollards	43	EA		
		Dollars per EA				
		(Unit Price Written in Words)				
121	01025	6-inch Bollards	3	EA		
		Dollars per EA				
		(Unit Price Written in Words)				
122	01025	Post and Chain Fence	540	LF		
		Dollars per LF				
		(Unit Price Written in Words)				
123	01025	Sign Post	4	EA		
		Dollars per EA				
		(Unit Price Written in Words)				
124	01025	Single Arm Gate	2	EA		
		Dollars per EA				
		(Unit Price Written in Words)				
125	02370	MDT Class I Riprap	47	SY		
		Dollars per SY				
		(Unit Price Written in Words)				
126	01025	Trench Restoration in Asphalt – Storm Drain	55	LF		
		Dollars per LF				
		(Unit Price Written in Words)				
127	DWG C-6	Compacted Asphalt Millings, 8-inch Depth	257	CY		
		Dollars per CY				
		(Unit Price Written in Words)				
128	DWG D-3	Shuttle Shelter Installation – Owner Provided	1	EA		
		Dollars per EA				
		(Unit Price Written in Words)				
129	T-901	Seeding (Drill)	3.8	Acre		
		Dollars per Acre				
		(Unit Price Written in Words)				

SCHEDULE 1
Parking Lot Construction

Bid Item No.	Spec. No.	Description	Qty.	Units	Unit Price	Total Price
130	T-905	Topsoil (Obtained On-Site)	1,015	CY	_____	_____
	_____	Dollars per CY				
	(Unit Price Written in Words)					
131	T-908	Hydro-Mulch	3.8	Acre	_____	_____
	_____	Dollars per Acre				
	(Unit Price Written in Words)					
132		Omitted			_____	_____
	_____	Dollars per				
	(Unit Price Written in Words)					
133		Omitted			_____	_____
	_____	Dollars per				
	(Unit Price Written in Words)					

TOTAL SCHEDULE 1 **$**_____

_____ **Dollars**

(Total Schedule 1 Cost Written in Words)

SCHEDULE 2
Lighting and Communication

Bid Item No.	Spec. No.	Description	Qty.	Units	Unit Price	Total Price
201	"E" Sheets	Lighting and Electrical – All "E" Sheets	1	LS		
			Dollars per LS			
	(Unit Price Written in Words)					
202	"T" Sheets	Communications and Cameras – All "T" Sheets	1	LS		
			Dollars per LS			
	(Unit Price Written in Words)					
203	"E" & "T" Sheets	Contingency	1	LS	$50,000	$50,000
	Fifty thousand		Dollars per LS			
	(Unit Price Written in Words)					
204		Omitted				
			Dollars per			
	(Unit Price Written in Words)					
205		Omitted				
			Dollars per			
	(Unit Price Written in Words)					

TOTAL SCHEDULE 2 **$**_____

_____ **Dollars**

(Total Schedule 2 Cost Written in Words)

ADDITIVE ALTERNATIVE #1
Embankment

Bid Item No.	Spec. No.	Description	Qty.	Units	Unit Price	Total Price
301	C-102	Dust Control Emulsion	0.5	Acre	_____	_____
	_____		Dollars per Acre			
	(Unit Price Written in Words)					
302	C-105	Mobilization	1	LS	_____	_____
	_____		Dollars per LS			
	(Unit Price Written in Words)					
303	P-151	Tree Removal	1	LS	_____	_____
	_____		Dollars per LS			
	(Unit Price Written in Words)					
304	P-152	Embankment In-Place	20,244	CY	_____	_____
	_____		Dollars per CY			
	(Unit Price Written in Words)					
305	T-901	Seeding (Drill)	0.5	Acre	_____	_____
	_____		Dollars per Acre			
	(Unit Price Written in Words)					
306	T-905	Topsoil	132	CY	_____	_____
	_____		Dollars per CY			
	(Unit Price Written in Words)					
307	T-908	Hydro-Mulch	0.5	Acre	_____	_____
	_____		Dollars per Acre			
	(Unit Price Written in Words)					
308		Omitted			_____	_____
	_____		Dollars per			
	(Unit Price Written in Words)					

TOTAL ADDITIVE ALTERNATIVE #1 **$_____**

_____ **Dollars**

(Total Additive Alternative #1 Cost Written in Words)

SUMMARY OF SCHEDULES

BASE BID TOTAL – SCHEDULE 1 AND SCHEDULE 2

$_____

BID TOTAL – SCHEDULE 1 + SCHEDULE 2 + ADDITIVE ALTERNATIVE #1

$_____

NOTE: The following constants and contingency factors have been used as the basis for quantities in the proposal.

DUST CONTROL EMULSION: 10% for contingencies

STRAW WATTLE: 10% for contingencies

UNCLASSIFIED EXCAVATION: 5% for contingencies

1 ½-INCH CRUSHED AGGREGATE BASE COURSE: 5% for contingencies

ASPHALT SURFACE COURSE TYPE "B" - MOD: 150 LB/CF Unit Weight plus 8% for contingencies

ASPHALT SURFACE COURSE BINDER (PG 64-28): 6% Asphalt Content plus 8% for contingencies

EMULSIFIED ASPHALT TACK COAT (CSS-1h): 240 gallons/ton, 0.07 gallons/SY plus 8% for contingencies

PAVEMENT MARKINGS - YELLOW (WATERBORNE) WITH GLASS BEADS – 1ST APPLICATION: 5% for contingencies

PAVEMENT MARKINGS – YELLOW (WATERBORNE) WITH GLASS BEADS – 2ND APPLICATION: 5% for contingencies

COMPACTED ASPHALT MILLINGS, 8-INCH DEPTH: 10% for contingencies

SEDDING (DRILL): 10% for contingencies

TOPSOIL (OBTAINED ON-SITE): 10% for contingencies

HYDRO-MULCH: 10% for contingencies

The undersigned Bidder further agrees to furnish the required bonds, Insurance, Buy American Information and Waiver Requests, and to enter into a contract for the work awarded to him/her within fifteen (15) consecutive calendar days from and including the date of Owner's acceptance of this proposal.

BID BOND: Enclosed herewith is a _____ in the amount of _____ ($_____), which the undersigned agrees is to be forfeited to and become the property of the **City of Billings, Billings, Montana**, as liquidated damages, should this Proposal be accepted and the contract awarded to him/her and he/she fails to enter into a Contract in the form prescribed and to furnish the required bonds within fifteen (15) days as above stipulated, but otherwise, the Bid Guaranty shall be returned to the undersigned upon the signing of the contract and delivery of the approved bonds to the **City of Billings.**

CONTRACT TIME: The Bidder further agrees that if awarded the contract he/she will commence work on or before the date stipulated in the Notice to Proceed, and further agrees to complete all work within the number of calendar days specified in the Special Provision for each Schedule of work, unless the period of completion is extended otherwise by the Contract Documents.

LIQUIDATED DAMAGES AND DAMAGES FOR ADDITIONAL ENGINEERING SERVICES: The Owner shall be entitled to liquidated damages paid by the Bidder, as specified in the Special Provisions.

In addition, the Owner shall be entitled to be paid by the Bidder for actual damages and additional engineering services, as specified in the Special Provisions, during any contract time overrun; for unscheduled employment of the Engineer necessitated by the Contractor working overtime, Sundays or holidays; and for furnishing materials or equipment not in conformance with the Contract Documents, necessitating redesign by the Engineer. Liquidated damages, actual damages and damages for additional engineering services shall be paid by deduction from monthly progress payments and the final payment.

INSURANCE REQUIREMENT: By submitting a bid, the bidder certifies that he/she has reviewed the insurance requirements of the **Special Provisions** and agrees to provide the insurance coverage required under the **Special Provisions** if awarded the contract.

DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION COMMITMENT: The **Billings Logan International Airport** has established a Disadvantaged Business Enterprise (DBE) program in accordance with regulations of the U.S. Department of Transportation (DOT), 49 CFR Part 26. To complete the work included in this contract, the **Billings Logan International Airport** anticipates that it will receive Federal financial assistance from DOT, and as a condition of receiving this assistance, has signed an assurance that it will comply with 49 CFR Part 26.

POLICY: It is the policy of the Department of Transportation that Disadvantaged Business Enterprises (DBE's) as defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement. Consequently, the DBE requirements of 49 CFR Part 26 apply to this agreement.

BIDDER'S LIST: The Owner is required to create a bidders list, consisting of information about **all DBE firms and non-DBE firms (contractors, subcontractors, suppliers, etc.) that bid or quote on DOT-assisted contracts**. The bidder shall **submit with his bid** the name, address, DBE/Non-DBE Status, age, and annual gross receipts, for each firm submitting a bid or quote. A range of annual gross receipts of the firm shall be reported, rather than an exact amount, as noted below. **A bidder who fails to provide complete Bidder's List information with his/her bid may be considered non-responsive and his/her bid may be rejected.**

Bidders List

All firms bidding or quoting on subcontracts for this DOT-assisted project are listed below.

Firm Name	Address	Certified DBE (Y or N)	Age of Firm	GRS*	Type of Work and/or Supplies

*GRS – Annual Gross Receipts
Enter 1 for less than $1 million
Enter 2 for more than $1 million, less than $5 million
Enter 3 for more than $5 million, less than $10 million
Enter 4 for more than $10 million, less than $15 million
Enter 5 for more than $15 million.

Upon completion of the project, the Bidder agrees to complete the "**Affidavit of Amounts Paid DBE Participants**" (located in Forms Appendix) indicating actual DBE firms used, a description of utilization, and the amount paid each DBE firm.

The bidder hereby certifies (a) that this bid is genuine and is not made in the interest of, or on behalf of, any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; (b) that he/she has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid; (c) that he/she has not solicited or induced any person, firm or corporation to refrain from bidding; and (d) that he/she has not sought by collusion or otherwise to obtain for himself/herself any advantage over any other bidder or over the **Billings Logan International Airport.**

EVIDENCE OF COMPETENCY: The Contractor shall submit Evidence of Competency in accordance with General Provisions, Section 20-02. The form below satisfies this requirement. **Failure to submit this information will result in rejection of the bid.**

This form is a guideline, and the Contractor is free to submit separate information detailing their Evidence of Competency. If separate Evidence of Competency is submitted with this bid package, and is in accordance with General Provisions, Section 20-02, please state such at the bottom of this form.

Related Work Similar to This Project: In the table below, list projects the bidder has worked on that are similar in nature and magnitude to the project being bid.*

Year	Project Description	$ Amount of Project

List of Major Equipment Available for this Project: In the table below, list the major equipment that is available for work on the project.*

List of Key Personnel Available for Work: In the table below, list key personnel who are available for the work such as project managers, project superintendents, and foremen.*

Name	Title

*Attach separate sheets as necessary to provide complete information.

☐ We have submitted separate evidence of competency meeting Section 20-02.

The Contractor herby certifies that it has the required experience, equipment, and personnel available and capable of performing the work proposed on this project.

EVIDENCE OF FINANCIAL RESPONSIBILITY: The contractor shall submit Evidence of Financial Responsibility in accordance with General Provisions, Section 20-02. The form below satisfies this requirement. **Failure to submit this information will result in rejection of the bid**. **The "BID BOND" attached to the bid proposal will satisfy the required "Evidence of Financial Responsibility".**

This form is a guideline, and the Contractor is free to submit separate information detailing their Evidence of Financial Responsibility. If separate Evidence of Financial Responsibility is submitted with this bid package, and is in accordance with General Provisions, Section 20-02, please state such at the bottom of this form.*

1. Contractor Financial assets for previous calendar year or fiscal year:

   $_____

2. Contractor Financial Liabilities for previous calendar year or fiscal year:

   $_____

3. The Contractor shall check the appropriate box below that best describes the current financial condition at the time the bid is submitted.

   ☐ At the time this bid is submitted, the financial responsibility of the Contractor is approximately the same as the information provided above.

   ☐ At the time this bid is submitted, the true financial responsibility of the Contractor is substantially changed from the previous year. Explain below:

   _____
   _____
   _____
   _____

The Contractor herby certifies that it has the required financial responsibility to construct the work proposed on this project.

☐ We have submitted separate evidence of Financial Responsibility, and is included with the Bid. Proposal.

PROPOSAL SIGNATURE

DATED AT _____, _____ this ____day of _____, 20_____.
(City) (State)

Firm Name _____

IRS E.I. Number _____

By _____
(Signature)

By _____
(Name Printed)

Title _____

Address _____

_____

MONTANA CONTRACTOR'S REGISTRATION NUMBER _____

CONTRACTOR'S UEI NUMBER _____

The Bidder acknowledges receipt of the following addenda:

Addendum No.:	Date of Issuance:
_____	_____
_____	_____
_____	_____
_____	_____

SECTION 1.8 - FEDERAL CONTRACT PROVISIONS

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FEDERAL CONTRACT PROVISIONS –CONSTRUCTION CONTRACTS

The following federal contract provisions are part of the contract documents. These federal contract provisions shall be incorporated into all subcontracts by whole or by reference.

A1 - ACCESS TO RECORDS AND REPORTS

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Owner, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

A2 - BREACH OF CONTRACT TERMS

Any violation or breach of terms of this contract on the part of the *Contractor* or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

Owner will provide *Contractor* written notice that describes the nature of the breach and corrective actions the *Contractor* must undertake in order to avoid termination of the contract.

Owner reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or the Owner elects to terminate the contract. The Owner's notice will identify a specific date by which the *Contractor* must correct the breach. Owner may proceed with termination of the contract if the *Contractor* fails to correct the breach by the deadline indicated in the Owner's notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

A3 - BUY AMERICAN PREFERENCE

Not Applicable.

A4- GENERAL CIVIL RIGHTS PROVISIONS

In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin, creed, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

The above provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract.

A5 - CIVIL RIGHTS

A5.1 TITLE VI SOLICITATION NOTICE

The Owner, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4), 28 CFR § 50.3, and 49 CFR Part 21, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, all contractors will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of the owner's race, color, national origin, sex, creed, age, or disability in consideration for an award.

A5.2 - Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq*., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR Part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964) including amendments thereto;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 *et seq*.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended (42 .U.S.C. § 6101 *et seq*.) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (P.L. 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, et seq) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR Parts 37 and 38;

- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681, et seq).

A5.3 -Nondiscrimination Requirements

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin), creed, sex, age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21 including amendments thereto.
3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance: In** the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
    a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
    b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of

materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

A6 - CLEAN AIR AND WATER POLLUTION CONTROL

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

Contractor must include this requirement in all subcontracts that exceed $150,000.

A7 - CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

1. Overtime Requirements.

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph (1) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this clause, in the sum of $33 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this clause.

3. Withholding for Unpaid Wages and Liquidated Damages.

The Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of

such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this clause.

4. Subcontractors.

The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this clause.

A8 - COPELAND "ANTI-KICKBACK" ACT

Contractor must comply with the requirements of the Copeland "Anti-Kickback" Act (18 USC 874 and 40 USC 3145), as supplemented by Department of Labor regulation 29 CFR part 3. Contractor and subcontractors are prohibited from inducing, by any means, any person employed on the project to give up any part of the compensation to which the employee is entitled. The Contractor and each Subcontractor must submit to the Owner, a weekly statement on the wages paid to each employee performing on covered work during the prior week. Owner must report any violations of the Act to the Federal Aviation Administration.

A9 - DAVIS-BACON REQUIREMENTS

1. Minimum Wages.

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by the Secretary of Labor under regulations implementing the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalent thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided,* that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under

(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can easily be seen by the workers.

(ii)

(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination;

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the Contractor, the laborers, or mechanics to be employed in the classification, or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii) (B) or (C) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided,* that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding. The Federal Aviation Administration or the Sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the Federal Aviation Administration may, after written notice to the Contractor, Sponsor, Applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and Basic Records.

(i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 1(b)(2)(B) of the Davis-Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records that show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual costs incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and

certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)

(A) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit the payrolls to the applicant, Sponsor, or Owner, as the case may be, for transmission to the Federal Aviation Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR § 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead, the payrolls shall only need to include an individually identifying number for each employee (*e.g.,* the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site at *https://www.dol.gov/agencies/whd/government-contracts/construction/payroll-certification* or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker and shall provide them upon request to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit them to the applicant, Sponsor, or Owner, as the case may be, for transmission to the Federal Aviation Administration, the Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, Sponsor, or Owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR § 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR § 5.5 (a)(3)(i), and that such information is correct and complete;

(2) That each laborer and mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or

indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The Contractor or subcontractor shall make the records required under paragraph (3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Sponsor, the Federal Aviation Administration, or the Department of Labor and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the Contractor, Sponsor, applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR § 5.12.

4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work

actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR § 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at no less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination that provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate that is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

5. Compliance with Copeland Act Requirements.

The Contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

6. Subcontracts.

The Contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR §§ 5.5(a)(1) through (10) and such other clauses as the Federal Aviation Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR § 5.5.

7. Contract Termination: Debarment.

A breach of the contract clauses in paragraph 1 through 10 of this section may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR § 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements.

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes Concerning Labor Standards.

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of Eligibility.

(i) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR § 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR § 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 USC § 1001.

A10 – DEBARMENT AND SUSPENSION

A10.1 - CERTIFICATION OF OFFEROR/BIDDER REGARDING DEBARMENT

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

A10.2 - CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT

The successful bidder, by administering each lower tier subcontract that exceeds $25,000 as a "covered transaction", must confirm each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally-assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: http://www.sam.gov.
2. Collecting a certification statement similar to the Certification of Offeror /Bidder Regarding Debarment, above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract.

If the Owner later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the Owner may pursue any available remedies, including suspension and debarment of the non-compliant participant.

A11 - DISADVANTAGED BUSINESS ENTERPRISE

The requirements of 49 CFR part 26 apply to this contract. It is the policy of the Owner to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. The Owner encourages participation by all firms qualifying under this solicitation regardless of business size or ownership.

A11.1 Contract Assurance (49 CFR § 26.13) –

The Contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26, including any amendments thereto, in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

1) Withholding monthly progress payments;
2) Assessing sanctions;
3) Liquidated damages; and/or
4) Disqualifying the Contractor from future bidding as non-responsible.

A11.2 Prompt Payment (49 CFR § 26.29)

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contractor receives from Owner. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor's work is

satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Owner. This clause applies to both DBE and non-DBE subcontractors.

A11.3 Termination of DBE Subcontracts (49 CFR § 26.53(f))
The prime contractor must not terminate a DBE subcontractor listed in response to A11 (or an approved substitute DBE firm) without prior written consent of Owner. This includes, but is not limited to, instances in which the prime contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm.

The prime contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains written consent Owner. Unless Owner consent is provided, the prime contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.

[Name of Recipient] may provide such written consent only if Owner agrees, for reasons stated in the concurrence document, that the prime contractor has good cause to terminate the DBE firm. For purposes of this paragraph, good cause includes the circumstances listed in 49 CFR § 26.53.

Before transmitting to Owner its request to terminate and/or substitute a DBE subcontractor, the prime contractor must give notice in writing to the DBE subcontractor, with a copy to Owner, of its intent to request to terminate and/or substitute, and the reason for the request.

The prime contractor must give the DBE five days to respond to the prime contractor's notice and advise [Name of Recipient] and the contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why Owner should not approve the prime contractor's action. If required in a particular case as a matter of public necessity (e.g., safety), Owner may provide a response period shorter than five days.

In addition to post-award terminations, the provisions of this section apply to pre-award deletions of or substitutions for DBE firms put forward by offerors in negotiated procurements.

A12 - TEXTING WHEN DRIVING
In accordance with Executive Order 13513, “Federal Leadership on Reducing Text Messaging While Driving”, (10/1/2009) and DOT Order 3902.10, “Text Messaging While Driving”, (12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant.

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding $15,000 that involve driving a motor vehicle in performance of work activities associated with the project.

A13 - PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act P.L. 115-232, § 889(f)(1)).

A14 – DRUG FREE WORKPLACE REQUIREMENTS

Not Applicable.

A15 - FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR Part 201, et seq, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

The Contractor has full responsibility to monitor compliance to the referenced statute or regulation. The Contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

A16 - CERTIFICATION REGARDING LOBBYING

The Bidder or Offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to

file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

A17 - OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (29 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

A18 - PROCUREMENT OF RECOVERED MATERIALS

Contractor and subcontractor agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247. In the performance of this contract and to the extent practicable, the Contractor and subcontractors are to use products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:

1) The contract requires procurement of $10,000 or more of a designated item during the fiscal year; or
2) The contractor has procured $10,000 or more of a designated item using Federal funding during the previous fiscal year.

The list of EPA-designated items is available at www.epa.gov/smm/comprehensive-procurement-guidelines-construction-products.

Section 6002(c) establishes exceptions to the preference for recovery of EPA-designated products if the contractor can demonstrate the item is:

a) Not reasonably available within a timeframe providing for compliance with the contract performance schedule;
b) Fails to meet reasonable contract performance requirements; or
c) Is only available at an unreasonable price.

A19 - RIGHTS TO INVENTIONS

Not Applicable.

A20 - SEISMIC SAFETY

Not Applicable.

A21 - CERTIFICATION OF OFFEROR/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a

checkmark (✓) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

Certifications

1) The applicant represents that it is (✓) is not (X) a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

2) The applicant represents that it is (✓) is not (X) a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

If an applicant responds in the affirmative to either of the above representations, the applicant is ineligible to receive an award unless the Sponsor has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government's interests. The applicant therefore must provide information to the owner about its tax liability or conviction to the Owner, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made.

Term Definitions

Felony conviction: Felony conviction means a conviction within the preceding twenty four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. Code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 USC § 3559.

Tax Delinquency: A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

A22 - TERMINATION OF CONTRACT

A22.1 TERMINATION FOR CONVENIENCE (CONSTRUCTION & EQUIPMENT CONTRACTS)

The Owner may terminate this contract in whole or in part at any time by providing written notice to the Contractor. Such action may be without cause and without prejudice to any other right or remedy of Owner. Upon receipt of a written notice of termination, except as explicitly directed by the Owner, the Contractor shall immediately proceed with the following obligations regardless of any delay in determining or adjusting amounts due under this clause:

1. Contractor must immediately discontinue work as specified in the written notice.
2. Terminate all subcontracts to the extent they relate to the work terminated under the notice.

3. Discontinue orders for materials and services except as directed by the written notice.
4. Deliver to the Owner all fabricated and partially fabricated parts, completed and partially completed work, supplies, equipment and materials acquired prior to termination of the work, and as directed in the written notice.
5. Complete performance of the work not terminated by the notice.
6. Take action as directed by the Owner to protect and preserve property and work related to this contract that Owner will take possession.

Owner agrees to pay Contractor for:

1. Completed and acceptable work executed in accordance with the contract documents prior to the effective date of termination;
2. Documented expenses sustained prior to the effective date of termination in performing work and furnishing labor, materials, or equipment as required by the contract documents in connection with uncompleted work;
3. Reasonable and substantiated claims, costs, and damages incurred in settlement of terminated contracts with Subcontractors and Suppliers; and
4. Reasonable and substantiated expenses to the Contractor directly attributable to Owner's termination action.

Owner will not pay Contractor for loss of anticipated profits or revenue or other economic loss arising out of or resulting from the Owner's termination action.

The rights and remedies this clause provides are in addition to any other rights and remedies provided by law or under this contract.

A22.2 - TERMINATION FOR CAUSE (CONSTRUCTION)

Section 80-09 of FAA Advisory Circular 150/5370-10 establishes standard language for conditions, rights, and remedies associated with Owner termination of this contract for cause due to default of the Contractor.

A23 - TRADE RESTRICTION CERTIFICATION

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror –

1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);
2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and
3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC § 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR § 30.17, no contract shall be awarded to an Offeror or subcontractor:

1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR; or
2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list; or
3) who incorporates in the public works project any product of a foreign country on such USTR list.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

A24 - VETERAN'S PREFERENCE

In the employment of labor (excluding executive, administrative, and supervisory positions), the Contractor and all sub-tier contractors must give preference to covered veterans as defined within 49 U.S.C. § 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 U.S.C. § 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

A25 - CERTIFICATION REGARDING DOMESTIC PREFERENCES FOR PROCUREMENTS

The Bidder or Offeror certifies by signing and submitting this bid or proposal that, to the greatest extent practicable, the Bidder or Offeror has provided a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to, iron, aluminum, steel, cement, and other manufactured products) in compliance with 2 CFR § 200.322.

A26 - PROHIBITION OF COVERED UNMANNED AIRCRAFT SYSTEMS (UAS)

The Bidder or Offeror certifies that they are aware of and comply with relevant Federal statutes and regulations, including those from the Federal Aviation Administration (FAA), for operating unmanned aircraft systems (UAS) in accordance, and in compliance with all related requirements in the FAA Reauthorization Act of 2024 (Public Law 118-63), section 936 (49 U.S.C. § 44801 note).

Contractor warrants that all UAS operations will be conducted in full compliance with all applicable Federal Aviation Administration (FAA) regulations, including but not limited to 14 CFR Part 107, and any other applicable local, state, or Federal laws and regulations.

Sponsors and subgrant recipients cannot use AIP grant funds to enter into, extend, or renew a contract related to covered unmanned aircraft systems (UAS). This includes both procurement and operational contracts, as well as contracts with entities that operate such systems.

Section 1.9 Minimum Wage Rates

Minimum Wage Rates
to be used
on
Billings Logan International Airport

Note: Current wage rates for the State of Montana Highway Construction Type are attached. Davis Bacon applies to contracts in which the total cost of the contract is $25,000 or more.

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MONTANA
PREVAILING WAGE RATES FOR HIGHWAY CONSTRUCTION SERVICES 2025

Effective: *July 1, 2025*

Note: These are revised 2025 rates and supersede the rates that were published on January 11, 2025

Greg Gianforte, Governor
State of Montana

Sarah Swanson, Commissioner
Department of Labor & Industry

To obtain copies of prevailing wage rate schedules, or for information relating to public works projects and payment of prevailing wage rates, visit ESD at erd.dli.mt.gov/labor-standards or contact:

Employment Standards Division
Montana Department of Labor and Industry
P. O. Box 8011
Helena, MT 59604
Phone 406-444-6543

The department welcomes questions, comments, and suggestions from the public. In addition, we'll do our best to provide information in an accessible format, upon request, in compliance with the Americans with Disabilities Act.

MONTANA PREVAILING WAGE REQUIREMENTS

The Commissioner of the Department of Labor and Industry, in accordance with Sections 18-2-401 and 18-2-402 of the Montana Code Annotated (MCA), has determined the standard prevailing rate of wages for the occupations listed in this publication.

The wages specified herein control the prevailing rate of wages for the purposes of Section 18-2-401, et seq., MCA. It is required each employer pay (as a minimum) the rate of wages, including fringe benefits, travel allowance, zone pay and per diem applicable to the district in which the work is being performed as provided in the attached wage determinations.

All Montana Prevailing Wage Rates are available on the internet at erd.dli.mt.gov/labor-standards or by contacting the department at (406) 444-6543.

In addition, this publication provides general information concerning compliance with Montana's Prevailing Wage Law and the payment of prevailing wages. For detailed compliance information relating to public works contracts and payment of prevailing wage rates, please consult the regulations on the internet at erd.dli.mt.gov/labor-standards or contact the department at (406) 444-6543.

SARAH SWANSON
Commissioner
Department of Labor and Industry
State of Montana

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A. Date of Publication January 13, 2025

B. Definition of Highway Construction

The Administrative Rules of Montana (ARM), 24.17.501(3) – (3)(b), states *"Highway construction projects include, but are not limited to, the construction, alteration, or repair of roads, streets, highways, runways, taxiways, alleys, trails, paths, and parking areas, bridges constructed or repaired in conjunction with highway work, and other similar projects not incidental to building construction or heavy construction.*

Highway construction projects include, but are not limited to, alleys, base courses, bituminous treatments, bridle paths, concrete pavement, curbs, excavation and embankment (for road construction), fencing (highway), grade crossing elimination (overpasses or underpasses), guard rails on highways, highway signs, highway bridges (overpasses, underpasses, grade separation), medians, parking lots, parkways, resurfacing streets and highways, roadbeds, roadways, runways, shoulders, stabilizing courses, storm sewers incidental to road construction, street paving, surface courses, taxiways, and trails."

C. Definition of Public Works Contract

Section 18-2-401(11)(a), MCA defines "public works contract" as *"…a contract for construction services let by the state, county, municipality, school district, or political subdivision or for nonconstruction services let by the state, county, municipality, or political subdivision in which the total cost of the contract is in excess of $25,000…"*.

D. Prevailing Wage Schedule

This publication covers only Highway Construction occupations and rates in the specific localities mentioned herein. These rates will remain in effect until superseded by a more current publication. Current prevailing wage rate schedules for Building Construction, Heavy Construction and Nonconstruction Services occupations can be found on the internet at https://erd.dli.mt.gov/labor-standards/state-prevailing-wage-rates/ or by contacting the department at (406) 444-6543.

E. Rates to Use for Projects

ARM, 24.17.127(1)(c), states *"The wage rates applicable to a particular public works project are those in effect at the time the bid specifications are advertised."*

F. Wage Rate Adjustments for Multiyear Contracts

Section 18-2-417, MCA states:
"(1) Any public works contract that by the terms of the original contract calls for more than 30 months to fully perform must include a provision to adjust, as provided in subsection (2), the standard prevailing rate of wages to be paid to the workers performing the contract.

(2) The standard prevailing rate of wages paid to workers under a contract subject to this section must be adjusted 12 months after the date of the award of the public works contract. The amount of the adjustment must be a 3% increase. The adjustment must be made and applied every 12 months for the term of the contract.

(3) Any increase in the standard rate of prevailing wages for workers under this section is the sole responsibility of the contractor and any subcontractors and not the contracting agency."

G. Fringe Benefits

Section 18-2-412, MCA states:

"(1) To fulfill the obligation…a contractor or subcontractor may:

(a) pay the amount of fringe benefits and the basic hourly rate of pay that is part of the standard prevailing rate of wages directly to the worker or employee in cash;

(b) make an irrevocable contribution to a trustee or a third person pursuant to a fringe benefit fund, plan, or program that meets the requirements of the Employee Retirement Income Security Act of 1974 or that is a bona fide program approved by the U. S. department of labor; or

(c) make payments using any combination of methods set forth in subsections (1)(a) and (1)(b) so that the aggregate of payments and contributions is not less than the standard prevailing rate of wages, including fringe benefits and travel allowances, applicable to the district for the particular type of work being performed.

(2) The fringe benefit fund, plan, or program described in subsection (1)(b) must provide benefits to workers or employees for health care, pensions on retirement or death, life insurance, disability and sickness insurance, or bona fide programs that meet the requirements of the Employee Retirement Income Security Act of 1974 or that are approved by the U. S. department of labor."

Fringe benefits are paid for all hours worked (straight time and overtime hours). However, fringe benefits are not to be considered a part of the hourly rate of pay for calculating overtime, unless there is a collectively bargained agreement in effect that specifies otherwise.

H. Dispatch City

ARM, 24.17.103(11), defines dispatch city as *"…the courthouse in the city from the following list which is closest to the center of the job: Billings, Bozeman, Butte, Great Falls, Helena, Kalispell, Miles City, Missoula and Sidney."*

I. Zone Pay

Zone pay is not travel pay. ARM, 24.17.103(25), defines zone pay as "…an amount added to the base pay; the combined sum then becomes the new base wage rate to be paid for all hours worked on the project. Zone pay must be determined by measuring the road miles one way over the shortest practical maintained route from the dispatch city to the center of the job." See section H above for a list of dispatch cities.

J. Computing Travel Benefits

ARM, 24.17.103(23), states *" 'Travel pay,' also referred to as 'travel allowance,' is and must be paid for travel both to and from the job site, except those with special provisions listed under the classification. The rate is determined by measuring the road miles one direction over the shortest practical maintained route from the dispatch city or the employee's home, whichever is closer, to the center of the job."* See section H above for a list of dispatch cities.

K. Per Diem

ARM, 24.17.103(19), states *" 'Per diem' typically covers costs associated with board and lodging expenses. Per diem is paid when an employee is required to work at a location outside the daily commuting distance and is required to stay at that location overnight or longer."*

L. Apprentices

Wage rates for apprentices registered in approved federal or state apprenticeship programs are contained in those programs. Additionally, Section 18-2-416(2), MCA states *"…The full amount of any applicable fringe benefits must be paid to the apprentice while the apprentice is working on the public works contract."* Apprentices not registered in approved federal or state apprenticeship programs will be paid the appropriate journey level prevailing wage rate when working on a public works contract.

M. Posting Notice of Prevailing Wages

Section 18-2-406, MCA, provides that contractors, subcontractors, and employers who are *"...performing work or providing construction services under public works contracts, as provided in this part, shall post in a prominent and accessible site on the project or staging area, not later than the first day of work and continuing for the entire duration of the project, a legible statement of all wages and fringe benefits to be paid to the employees."*

N. Employment Preference

Sections 18-2-403 and 18-2-409, MCA require contractors to give preference to the employment of bona fide Montana residents in the performance of work on public works contracts.

O. Projects of a Mixed Nature

Section 18-2-418, MCA states:

"(1) The contracting agency shall determine, based on the preponderance of labor hours to be worked, whether the public works construction services project is classified as a highway construction project, a heavy construction project, or a building construction project.

(2) Once the project has been classified, employees in each trade classification who are working on that project must be paid at the rate for that project classification"

P. Occupations Definitions

You can find definitions for these occupations on the following Bureau of Labor Statistics website:
http://www.bls.gov/oes/current/oes_stru.htm

Q. Welder Rates

Welders receive the rate prescribed for the craft performing an operation to which welding is incidental.

R. Foreman Rates

Rates are no longer set for foremen. However, if a foreman performs journey level work, the foreman must be paid at least the journey level rate.

WAGE RATES

BRICK, BLOCK, AND STONE MASONS

No Rate Established

Travel:
No Travel Pay Established

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CARPENTERS

Wage	Benefit
$36.49	$14.33

Zone Pay:
0-30 mi. free zone
>30-60 mi. base pay + $4.00/hr.
>60 mi. base pay + $6.00/hr.

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CEMENT MASONS AND CONCRETE FINISHERS

Wage	Benefit
$33.41	$16.51

Duties Include:
Smooth and finish surfaces of poured concrete, such as floors, walks, sidewalks, or curbs. Align forms for sidewalks, curbs, or gutters.

Zone Pay:
0-30 mi free zone
30-60 mi base pay+2.95/hr.
>60 mi base pay+4.75/hr

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CONSTRUCTION EQUIPMENT OPERATORS GROUP 1

Wage	Benefit
$32.47	$12.77

This group includes but is not limited to:
Air Compressor; Auto Fine Grader; Belt Finishing; Boring Machine (Small); Cement Silo; Crane, A-Frame Truck Crane; Crusher Conveyor; DW-10, 15, and 20 Tractor Roller; Farm Tractor; Forklift; Form Grader; Front-End Loader, under 1 cu. yd; Oiler, Heavy Duty Drills; Herman Nelson Heater; Mucking Machine; Oiler, All Except Cranes/Shovels; Pumpman.

Zone Pay:
No zone pay established.

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CONSTRUCTION EQUIPMENT OPERATORS GROUP 2

Wage	Benefit
$35.70	$12.77

Zone Pay:
No zone pay established.

This group includes but is not limited to:
Air Doctor; Backhoe\Excavator\Shovel, up to and incl. 3 cu. yds; Bit Grinder; Bitunimous Paving Travel Plant; Boring Machine, Large; Broom, Self-Propelled; Concrete Travel Batcher; Concrete Float & Spreader; Concrete Bucket Dispatcher; Concrete Finish Machine; Concrete Conveyor; Distributor; Dozer, Rubber-Tired, Push, & Side Boom; Elevating Grader\Gradall; Field Equipment Serviceman; Front-End Loader, 1 cu. yd up to and incl. 5 cu. yds; Grade Setter; Heavy Duty Drills, All Types; Hoist\Tugger, All; Hydralift Forklifts & Similar; Industrial Locomotive; Motor Patrol (except finish); Mountain Skidder; Oiler, Cranes\Shovels; Pavement Breaker, EMSCO; Power Saw, Self-Propelled; Pugmill; Pumpcrete\Grout Machine; Punch Truck; Roller, other than Asphalt; Roller, Sheepsfoot (Self-Propelled); Roller, 25 tons and over; Ross Carrier; Rotomill, under 6 ft; Trenching Machine; Washing /Screening Plant

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CONSTRUCTION EQUIPMENT OPERATORS GROUP 3

Wage	Benefit
$35.70	$12.77

Zone Pay:
No zone pay established.

This group includes but is not limited to:
Asphalt Paving Machine; Asphalt Screed; Backhoe\Excavator\Shovel, over 3 cu. yds; Cableway Highline; Concrete Batch Plant; Concrete Curing Machine; Concrete Pump; Cranes, Creter; Cranes, Electric Overhead; Cranes, 24 tons and under; Curb Machine\Slip Form Paver; Finish Dozer; Front-End Loader, over 5 cu. yds; Mechanic\Welder; Pioneer Dozer; Roller Asphalt (Breakdown & Finish); Rotomill, over 6 ft; Scraper, Single, Twin, or Pulling Belly-Dump; YO-YO Cat Haul Truck, Articulating Trucks, Vac Truck.

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CONSTRUCTION EQUIPMENT OPERATORS GROUP 4

Wage	Benefit
$36.91	$12.77

This group includes but is not limited to:
Asphalt\Hot Plant Operator; Cranes, 25 tons up to and incl. 44 tons; Crusher Operator; Finish Motor Patrol; Finish Scraper.

Zone Pay:
No zone pay established.

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CONSTRUCTION EQUIPMENT OPERATORS GROUP 5

Wage	Benefit
$38.05	$12.77

This group includes but is not limited to:
Cranes, 45 tons up to and incl. 74 tons.

Zone Pay:
No zone pay established.

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CONSTRUCTION EQUIPMENT OPERATORS GROUP 6

Wage	Benefit
$39.27	$12.77

This group includes but is not limited to:
Cranes, 75 tons up to and incl. 149 tons; Cranes, Whirley (All).

Zone Pay:
No zone pay established.

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CONSTRUCTION EQUIPMENT OPERATORS GROUP 7

Wage	Benefit
$41.95	$12.77

This group includes but is not limited to:
Cranes, 150 tons up to and incl. 250 tons; Cranes, over 250 tons—add $1.00 for every 100 tons over 250 tons; Crane, Tower (All); Crane Stiff-Leg or Derrick; Helicopter Hoist.

Zone Pay:
No zone pay established.

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CONSTRUCTION LABORERS GROUP 1/FLAG PERSON FOR TRAFFIC CONTROL

Wage	Benefit
$27.71	$12.80

Zone Pay:
No zone pay established.

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CONSTRUCTION LABORERS GROUP 2

Wage	Benefit
$30.87	$12.36

Zone Pay:
No zone pay established.

This group includes but is not limited to:
General Labor; Asbestos Removal; Burning Bar; Bucket Man; Carpenter Tender; Caisson Worker; Cement Mason Tender; Cement Handler (dry); Chuck Tender; Choker Setter; Concrete Worker; Curb Machine-lay Down; Crusher and Batch Worker; Heater Tender; Fence Erector; Landscape Laborer; Landscaper; Lawn Sprinkler Installer; Pipe Wrapper; Pot Tender; Powderman Tender; Rail and Truck Loaders and Unloaders; Riprapper; Sign Erection; Guardrail and Jersey Rail; Spike Driver; Stake Jumper; Signalman; Tail Hoseman; Tool Checker and Houseman and Traffic Control Worker.

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CONSTRUCTION LABORERS GROUP 3

Wage	Benefit
$31.10	$12.36

Zone Pay:
No zone pay established.

This group includes but is not limited to:
Concrete Vibrator; Dumpman (Grademan); Equipment Handler; Geotextile and Liners; High-Pressure Nozzleman; Jackhammer (Pavement Breaker) Non-Riding Rollers; Pipelayer; Posthole Digger (Power); Power Driven Wheelbarrow; Rigger; Sandblaster; Sod Cutter-Power and Tamper.

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CONSTRUCTION LABORERS GROUP 4

	Wage	Benefit
	$32.12	$12.36

This group includes but is not limited to:
Hod Carrier***; Water Well Laborer; Blaster; Wagon Driller; Asphalt Raker; Cutting Torch; Grade Setter; High-Scaler; Power Saws (Faller & Concrete); Powderman; Rock & Core Drill; Track or Truck Mounted Wagon Drill and Welder incl. Air Arc.

Zone Pay:
No zone pay established.

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DIVERS

	Wage	Benefit
Stand-By	$46.33	$18.38
Diving	$92.66	$18.38

Depth Pay (Surface Diving)

0-20 ft.	free zone
>20-100 ft.	$2.00 per ft.
>100-150 ft.	$3.00 per ft.
>150-220 ft.	$4.00 per ft.
>220 ft.	$5.00 per ft.

Diving In Enclosures

0-25 ft.	free zone
>25-300 ft.	$1.00 per ft.

Zone Pay:
0-30 mi. free zone
>30-60 mi. base pay + $4.00/hr.
>60 mi. base pay + $6.00/hr.

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DIVER TENDERS

	Wage	Benefit
	$45.30	$18.38

The tender shall receive 2 hours at the straight time pay rate per shift for dressing and/or undressing a Diver when work is done under hyperbaric conditions.

Zone Pay:
0-30 mi. free zone
>30-60 mi. base pay + $4.00/hr.
>60 mi. base pay + $6.00/hr.

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ELECTRICIANS

Wage	Benefit
$39.08	$20.00

Travel:
No mileage due when traveling in employer's vehicle.

The following travel allowance is applicable when traveling in employee's vehicle:

0-18 mi. free zone
>18-60 mi. federal mileage rate/mi.

Per Diem
District 4
>60 mi. $80.00/day
Per Diem in Big Sky and West Yellowstone $125/day.

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IRONWORKERS – REINFORCING IRON AND REBAR WORKERS

Wage	Benefit
$34.83	$25.37

Duties Include:
Structural steel erection; assemble prefabricated metal buildings; cut, bend, tie, and place rebar; energy producing windmill type towers; metal bleacher seating; handrail fabrication and ornamental steel.

Travel:
All Districts
0-45 mi. free zone
>45-85 mi. $100.00/day
>85 mi. $150.00/day

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IRONWORKERS – STRUCTURAL IRON AND STEEL WORKERS

Wage	Benefit
$30.43	$25.22

Duties Include:
Structural steel erection; assemble prefabricated metal buildings; cut, bend, tie, and place rebar; energy producing windmill type towers; metal bleacher seating; handrail fabrication and ornamental steel.

Travel:
All Districts
0-45 mi. free zone
>45-85 mi. $100.00/day
>85 mi. $150.00/day

LINE CONSTRUCTION – EQUIPMENT OPERATORS

Wage	Benefit
$38.38	$18.60

Duties Include:
All work on substations

Travel:
No Free Zone
$60.00/day

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LINE CONSTRUCTION – GROUNDMAN

Wage	Benefit
$29.96	$17.64

Duties Include:
All work on substations

Travel:
No Free Zone
$60.00/day

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LINE CONSTRUCTION – LINEMAN

Wage	Benefit
$50.11	$19.88

Duties Include:
All work on substations

Travel:
No Free Zone
$60.00/day

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MILLWRIGHTS

Wage	Benefit
$40.45	$21.25

Zone Pay:
0-30 mi. free zone
>30-60 mi. base pay + $4.00/hr.
>60 mi. base pay + $6.00/hr.

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PAINTERS

Wage	Benefit
$36.00	$12.84

Zone Pay:
No zone pay established.

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PILE BUCKS

Wage	Benefit
$36.49	$14.33

Zone Pay:
0-30 mi. free zone
>30-60 mi. base pay + $4.00/hr.
>60 mi. base pay + $6.00/hr.

Duties Include:
Set up crane; set up hammer; weld tips on piles; set leads; insure piles are driven straight with the use of level or plum bob. Give direction to crane operator as to speed, and direction of swing. Cut piles to grade.

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TRUCK DRIVERS

	Wage	Benefit
Pilot Car Driver	$28.21	$12.57
Truck Driver	$35.74	$12.57

Truck drivers include but are not limited to:
Combination Truck and Concrete Mixer and Transit Mixer; Dry Batch Trucks; Distributor Driver; Dumpman; Dump Trucks and similar equipment; Dumpster; Flat Trucks; Lumber Carriers; Lowboys; Pickup; Powder Truck Driver; Power Boom; Serviceman; Service Truck/Fuel Truck/Tireperson; Truck Mechanic; Trucks with Power Equipment; Warehouseman, Partsman, Cardex and Warehouse Expeditor; Water Trucks.

Zone Pay:
No zone pay established.

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Section 1.10 Special Provisions

WEST SHUTTLE PARKING LOT CONSTRUCTION

BILLINGS LOGAN INTERNATIONAL AIRPORT

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SPECIAL PROVISIONS

These Special Provisions are an official part of the Contract. They supplement other articles of these specifications, and supersede such articles where conflicts exist. Addenda issued after release of these specifications shall supplement and/or supersede the original articles.

As used herein, the term *Director of Aviation* refers to the City of Billings Director of Aviation and Transit, or members of his supervisory staff. The terms *Owner* and *Sponsor* refer to the City of Billings. The abbreviation *FAA* refers to the Federal Aviation Administration. The abbreviation *MMI* refers to the firm Morrison-Maierle, Billings, Montana. The abbreviation *AC* refers to FAA Advisory Circulars.

1.00 LOCATION AND SCOPE

1.01 Location

The Airport is located north of Billings in Yellowstone County, Montana (Sections 19, 29, and 20, Township 1 North, Range 26 East; and Section 25, Township 1 North, Range 25 East).

1.02 Scope

The major elements of project work are:

Schedule 1 – Parking Lot Construction
Excavation, Tree removal, Backfill, Utility Infrastructure, Asphalt Paving, Pavement Markings, Topsoiling, and Seeding.

Schedule 2 – Lighting and Communications
Lighting and Security Cameras

Additive Alternate #1 - Embankment
Tree removal, Embankment In-Place, Topsoiling and Seeding

2.00 CONTRACT DOCUMENTS

2.01 Specifications

The complete specifications contain the number of parts, as outlined in the main table of contents for the specifications.

2.02 Plans

The project plans are bound separately from the specifications. However, they are an official part of the Contract Documents. The plans are itemized by sheet title and number on a main title sheet.

3.00 PRE-BID CONFERENCE

A Pre-Bid Conference will be held at the date and time as noted in Section 1.1 Invitation to Bid, in Billings, Montana.

The purpose of the conference will be to discuss operational phasing, construction scope, and scheduling. A tour of the project site will be conducted for interested plan holders following the conference. The Owner will not provide additional tours. A pre-construction conference will be scheduled with the successful bidder(s) following contract award and prior to construction.

4.00 PROJECT FUNDING AND AWARD

4.01 Funding. The project shall be funded by the Sponsor using local funds. Award of the Contract by the Sponsor shall be subject to City of Billings concurrence, with Notice to Proceed issued to the Contractor following such concurrence.

4.02 Award. The Owner reserves the right to award the contract to a single bidder submitting the lowest, responsive, responsible bid for Schedule One (1) plus Schedule Two (2)base bid. If funding allows, the award will be for Schedule One (1) plus Schedule Two (2) plus Additive Alternative One (1).The Owner reserves the right to reject any or all proposals or to waive any formality or technicality in any proposal in the interest of the Owner. Bidders shall submit bids on all schedules. The Owner reserves the right to add work items if additional funds are/or become available. The Owner reserves the right to add/subtract work items in any combination or order, depending on available funding.

The actual work awarded will be based on the availability of funds and concurrence from the City of Billings.

5.00 NUMBER OF PRIME CONTRACTS

The Owner shall enter into one (1) Prime Contract.

Prime Contractor may subcontract work up to 49% of the bid price.

5.01 Subcontracts:

The successful prime contractor shall provide a copy of all subcontractor contracts on the project to the Engineer.

6.00 CONSTRUCTION SURVEYS BY ENGINEER

6.01 Layout Surveys

The construction staking requirements stated in Section 50-07 shall be provided by the Engineer, Morrison-Maierle.

A. CONTROL POINTS. The construction plans show base lines, control points, and benchmarks established by the Owner for project control. From these control points, the Engineer shall lay out the work by establishing all lines and necessary grades for site work.

B. ENGINEER PROVIDED SURVEY. The Engineer will establish the following horizontal and vertical grade controls:

1. West Shuttle Parking Lot Construction

   Preliminary grade stakes and slope stakes at 50-foot intervals.

Finished (blue top) grade stakes or steel pins and spikes on edges and centerlines at intervals not to exceed 25 foot longitudinally and 25 foot transversely, as required for construction control and checking finished subgrade and base courses.

Grade, alignment, and location stakes for manholes, utility lines, lights, electrical ducts, pull boxes, and signs.

Grade stakes at maximum 50-foot intervals on centerline, breaks, and slope catch points of drainage grading.

Pavement intermediate asphalt layer grade checks on the top two lifts of asphalt not to exceed 25 foot longitudinally and 25 foot transversely.

Layout for pavement markings will be at 50-foot intervals on tangents, 25-foot intervals on curves, and layout of the radius points of curves. Symbols and numbers at breakpoints and 50-foot intervals on tangents.

Provide construction limits for cut and fill, also locate safety areas and critical areas for delineation with placement of traffic candles by Contractor.

Provide cut stakes, quantity survey and construction limits for borrow areas, also topsoiling and seeding limits.

The Engineer will provide the Contractor with a copy of the staking notes in a timely manner.

C. REPLACEMENT OF DISTURBED CONTROLS. If permanent controls established by the Owner are disturbed during construction, the Engineer will replace such controls at no additional cost to the Owner. The contractor shall pay for the cost of replacement by Engineer of such disturbed controls at the rates listed:

Office Calculations	$200/hr.
2-Person Survey Crew	$350/hr.

D. STAKING REQUESTS AND RESTAKING. The Contractor must give 48-hour advance request of the staking needs, in writing, by completing and submitting the “Request for Staking” form that is included in the Forms section of this Project Manual.

No “second time” or “restaking” work will be done by the Engineer unless separate compensation for the Engineers costs are paid directly to the Engineer by the contractor. Work will proceed upon completion of the “Scope of Work Change Notice” that is located in the FORMS section of this Project Manual. Survey rates will be as listed in Special Provisions Section 6.01.C.

E. CONTRACTOR SURVEY REQUIREMENTS. The Contractor shall provide all other project surveying needs not identified above. This may include but is not limited to the following:

1. Protecting and using the construction control stakes that have been set by the Engineer.

2. The Contractor shall make all other surveys necessary for construction that is not identified above.

6.02 Quantity Surveys

A. VOLUME QUANTITY CALCULATIONS. Volume quantities shall be surveyed and computed by the Engineer. The Contractor may use Engineer's surveys to calculate earthwork quantities or may perform independent surveys. To determine quantities, the Engineer shall survey the following:

1. Tons of Asphalt Pavement placed at the design thickness shall be recorded by Morrison Maierle personnel from weight tickets provided from the Asphalt plant. Morrison Maierle, Inc. will provide survey markups at each asphalt lift. Tons of Asphalt Cement shall be calculated from percentage of asphalt in the approved mix design.
2. Length of pipe in place, survey ends of pipe.

6.03 Basis for Vertical Control for All Schedules

Vertical controls for the project are based on USGS elevations and coordinates. For primary control by the Engineer, the Owner has established a system of coordinate points throughout the construction area, including northerly and easterly USGS coordinates and elevations.

7.00 RESERVED

8.00 CONSTRUCTION REQUIREMENTS

A. MEASUREMENT AND PAYMENT. For the purposes of this Contract, any items shown on the plans, or required by items shown or system specified, that do not have a defined bid item shall be considered incidental to related bid items.

9.00 MATERIALS TESTING AND CONTROL

9.01 Contractor Testing

The Contractor shall provide an independent certified testing laboratory (approved by the Engineer) to perform all materials and quality control tests called for in the specifications, at no cost to the Owner. These tests include all tests identified in the technical specifications and the special provisions. Testing results shall be provided to the Engineer at the time of the test. Handwritten report shall be delivered to the Engineer the next working day, with a typewritten report to follow. A full copy of the typewritten testing results and an electronic copy shall be provided to the Engineer from the testing laboratory at the end of construction.

The asphalt pavement shall be the following:

1. Mix design must comply with Section 02510 in the MPWSS. Asphalt Binder grade PG 64-28 or higher is acceptable. Contractor may submit a City of Billings Type B-Mod mix design that has been approved within the last year.

2. Testing Requirements. All materials testing shall comply with MPWSS Section 02510.

9.02 Engineer Testing

The Engineer may conduct the following materials and control tests as deemed necessary at no cost to the Contractor (except as provided herein for Contractor retesting):

- Additional in-place density testing of subgrade and compacted backfill around pipes and manholes
- Testing of the Contractor's aggregate production operations
- In-place density testing of subgrade, base courses, asphalt paving, and concrete paving.

Such testing by the Engineer does not relieve the Contractor of responsibility for total quality control, adherence with the specifications, and acceptance testing, however. Tests made by the Engineer of the Contractor's aggregate production may serve as the basis for rejection of aggregate stockpiles. If tests conducted by the Engineer fail, Engineer may require retesting by the Contractor, at the Contractor's expense. Retest costs shall be deducted from the Contractor's progress estimates.

The Owner shall be responsible for the following testing:

- Quality Assurance (QA) Acceptance testing for Section 02510, Asphalt Concrete Pavement per paragraph 3.29.

9.03 Acceptance/Rejection

Materials shall generally be accepted or rejected based on in-place test results.

10.00 CONTRACT TIME, LIQUIDATED AND ACTUAL DAMAGES

10.01 Contract Time

The Contract time specified for Schedules are as follows:

Contract	Construction Period (Calendar Days)	Date of Notice to Proceed
Schedule 1 and 2 – Parking Lot Construction, Lighting and Communications	60 (continuous)	August or September 2026*
Additive Alternative One (1)	0	Shall be completed concurrently with the parking lot construction.
Total Calendar Days	**60**	

*Notice to Proceed shall not begin until August 24, 2026 due to the airport hosting an airshow. The area will not be available for construction until the airshow has ended. This project must be substantially complete by November 6, 2026.

10.02 Liquidated Damages and Actual Damages

Subject to the provisions of the Contract Documents, the Owner shall be entitled to liquidated damages for failure of the Bidder to complete the work within the specified contract time shown in Special Provisions 10.01 for each schedule.

A. GENERAL. The Bidder further agrees to pay liquidated damages for failure to complete the work within the specified contract time and for expenses incurred by the Owner for unscheduled employment of the Engineer during the contract time overrun.

B. PER-DAY DAMAGES. As compensation for non-use, the Contractor shall be assessed a liquidated damage of $300.00 per calendar day for each day that the work remains uncompleted beyond the contract period for that particular schedule. As compensation for expense incurred for unscheduled employment of the Engineer, the Contractor shall be assessed an additional liquidated damage equal to the expense incurred per calendar day for each day that the work remains uncompleted beyond the contract period for that particular schedule.

C. DAMAGES FOR UNSCHEDULED TIME. The Bidder further agrees to pay liquidated damages according to the following hourly rates for the unscheduled employment of the Engineer necessitated by the Contractor:

1. Working more than ten (10) hours per day, more than five (5) days per week and Saturdays, and holidays (double time), and Sundays (double time).

2. Furnishing materials or equipment not in conformance with Contract Documents necessitating redesign by the Engineer.

3. Working beyond the time of completion established in the Notice to Proceed with Construction:

	Straight Time	Time and One-Half Mon.-Sat.	Double Time Sundays & Holidays
Engineer	$280.00/Hr.	$280.00/Hr.	$280.00/Hr.
Resident Project Rep.	$150.00/Hr.	$150.00/Hr.	$300.00/Hr.
Out-of-Pocket Cost: mat's, equipment, supplies, subsistence, transportation.	At Cost	At Cost	At Cost

D. DAMAGES FOR OTHER OUT-OF-POCKET COSTS. The Engineering budget will be analyzed at the end of the project to determine whether any unscheduled employment of the Engineer, during the scheduled contract time, resulted in a cost savings to the Owner. If, as a result of working more than ten hours per day, five days per week, the Contractor completes the project within the scheduled time, and if the overtime results in a reduced contract time and cost savings to the Owner, no liquidated damages will be assessed for the unscheduled employment

of the Engineer during the scheduled contract time. Liquidated damages will be assessed as stipulated for each day the work remains uncompleted beyond the scheduled contract time.

11.00 PAYMENT TO CONTRACTORS

11.01 General

The Contractor shall be paid for project work with funds from the City of Billings. The Owner and Morrison-Maierle will expedite partial and final payments to the Contractor to the degree possible.

11.02 Payment Procedure

Following is the procedure that will be used in making partial and final payments to the Contractor. At the pre-construction conference, the Engineer and Contractor(s) shall agree on a date each month when work will be cut off for that month's estimate. No later than ten (10) calendar days after said cut-off date the Engineer will prepare the estimate for payment to the Contractor and Federal Aid Application for FAA grant payment.

A. The Owner will retain 5 percent of each payment until the Final Payment. The Contractor may request in writing a reduction in the amount of retainage after completing 95 percent of the job. Retainage will not be reduced below an equivalent amount of work remaining. A reduction in retainage is subject to the concurrence of the Owner, FAA and Contractor's Bonding Company. The Owner will also withhold 1 percent of each payment and will forward to the Montana Department of Revenue for Contractors Gross Receipts Withholding.

B. The Contractor will not be paid the final retainage of his/her contract price until the final project inspection has been held. There may be considerable delay in receiving final payment.

C. Final Payment shall not be due until the Contractor has provided the Owner with a final record set of construction drawings.

D. The making of final payment will not relieve the Contractor from claims arising from the failure of the work to comply with the requirements of the Contract Document.

12.00 PAYMENT TO SUBCONTRACTORS AND SUPPLIERS

The Prime Contractor agrees to pay each Subcontractor and Supplier under the prime contract for satisfactory performance of its contract no later than seven (7) days from receipt of each payment the Prime receives from the Owner. The Prime Contractor agrees further to return retainage payments to each Subcontractor and Supplier within seven (7) days after the Subcontractor’s work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Owner. This clause applies to all Subcontractors and Suppliers.

If the prime withholds payment from the Subcontractor or Supplier without a bona fide reason or without providing prompt written documentation to the Owner, sanctions may be imposed upon the prime. The Owner will determine if the Prime is withholding payment without a just cause, and interest may accrue on the unpaid amount owed to the

Subcontractor(s) or Supplier, however, if a determination of just cause is made, then no interest will accrue. If interest accrues on the amount due the Subcontractor or Supplier, the Prime is responsible for including that total amount to the Subcontractor or Supplier at the time of payment.

13.00 ENGINEERING INTERPRETATIONS

To facilitate timely engineering decisions that bear on activities and schedules, Morrison-Maierle shall make available a responsible Engineer throughout construction to interpret the plans and specifications. As needed, however, the Engineer shall have twenty-four (24) hours to confer with other engineers at Morrison-Maierle and/or the Owner before making decisions. When decisions require changes in project plans or specifications, the Engineer shall have whatever time is needed to consult the Owner and prepare and issue formal change orders.

14.00 RESERVED

15.00 INSURANCE

15.01 General

Contractor shall deliver to Owner, with copies to each additional insured, certificates of insurance (and other evidence of insurance requested by Owner or any other additional insured) which Contractor is required to purchase and maintain in accordance with paragraphs 15.02 and 15.03. An Authorized Representative of the insurance company for the Contractor shall review the specified insurance requirements of paragraphs 15.02 and 15.03 and shall provide to each insured and to each additional insured a letter stating that the requirements of 15.02 and 15.03 have been reviewed and certifying that the Contractor has, as a minimum, provided the insurance covered as required by paragraphs 15.02 and 15.03. All insurance required to be provided under paragraphs 15.02 and 15.03 shall be written in such a manner as to afford primary insurance coverage (as opposed to excess or secondary coverage) for all insured and additional insured and their directors, officers, employees, and agents.

15.02 Contractor's Liability Insurance

Contractor shall purchase and maintain such liability and other insurance as is appropriate for the Work being performed and furnished and as will provide protection from claims set forth below which may arise out of or result from Contractor's performance and furnishing of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed or furnished by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform or furnish any of the Work, or by anyone for whose acts any of them may be liable:

A. Claims under workers' compensation, disability benefits and other similar employee benefit acts.

B. Claims for damages against Contractor because of bodily injury, occupational sickness or disease, or death of Contractor's employees.

C. Claims for damages because of bodily injury, sickness, disease, mental anguish or death of any person.

D. Claims for damages insured by customary personal injury liability coverage which are sustained: (i) by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or (ii) by any other person for any other reason.

E. Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting there from.

F. Claims for damages because of bodily injury or death of any person or property damaged arising out of the ownership, maintenance, or use of any motor vehicle.

The policies of insurance so required by this paragraph 15.02 be purchased and maintained shall:

G. With respect to insurance required by paragraphs 15.02 C through 15.02 F inclusive, include as additional insured Owner, Engineer, Engineer's Consultants, and any other persons or entities identified in the Special Provisions, all of whom shall be listed as additional insured, and include coverage for the respective directors, officers, employees, and agents of all such additional insured.

H. Include the specific coverage's and be written for not less than the limits of liability provided below or required by Laws or Regulations, whichever is greater.

I. Include completed operations insurance.

J. Include contractual liability insurance covering Contractor's indemnity obligations under Section 70 of the General Provisions.

K. Contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least thirty (30) days prior written notice has been given to Owner and Contractor and to each other additional insured (and the certificates of insurance furnished by the Contractor pursuant to paragraph 15.01, will so provide).

L. Remain in effect at least until final payment and at all times thereafter when Contractor may be correcting, removing, or replacing *defective* work in accordance with paragraph 50-10 of the General Provisions.

M. With respect to completed operations insurance, and any insurance coverage written on a claims-made basis, remain in effect for at least three years after final payment (and Contractor shall furnish Owner and each other additional insured to whom a certificate of insurance has been issued evidence satisfactory to Owner and any such additional insured of continuation of such insurance at final payment and for each year thereafter until this provision is satisfied).

The limits of liability for the insurance required by paragraph 15.02 shall provide coverage's for not less than the following amounts or greater where required by law or regulation:

A and B Workers' Compensation, etc. under Paragraph 15.02 A and 15.02 B of the Special Provisions:

(1)	State	Statutory
(2)	Applicable Federal (e.g., Longshoremen's)	Statutory
(3)	Employer's Liability	$1,500,000.00

C, D, and E. Contractor's Liability Insurance under paragraphs 15.02 C through 15.03 E of the Special Provisions, which shall also include premises-operations; independent contractors' protection; broad form property damage (including explosion, collapse, blasting and underground damage, where applicable); and completed operations and product liability coverage's. The General Aggregate Limit shall apply separately to each of the Contractor's projects.

(4)	GENERAL AGGREGATE PER PROJECT	$3,000,000.00
(5)	Personal and Advertising Injury (Each Occurrence)	$3,000,000.00
(6)	Bodily Injury and Property Damage – (Each Occurrence)	$3,000,000.00

(7) Contractor's Liability Insurance under 15.02 C, 15.02 D, and 15.02 E may be satisfied by primary insurance or a combination of primary and excess of umbrella insurance. The deductible, if any, may not exceed $5,000.00 per occurrence.

(8) In the event the General Aggregate Limit is diminished by an amount greater than $500,000, Contractor shall provide notice to Owner of this fact, and shall again provide such notice on each subsequent occasion on which the General Aggregate Limit is again diminished by an amount greater than $500,000.

F. Automobile Liability under paragraph 15.02 F of the Special Provisions:

Combined Single Limit (bodily injury and property damage)

Each Accident	$1,500,000.00
Coverage to be written on a Symbol 1 (one) any auto basis	$1,500,000.00

15.03 Owners and Contractors Protective Policy

In addition to the insurance required to be provided by Contractor under paragraph 15.02, Contractor shall purchase and maintain a separate Owners and Contractors Protective Policy (OCP) to protect Owner against claims which may arise from operations under the Contract Documents, with limits of liability as specified below. The Owner shall be named as Primary Additional Insured. This liability insurance shall include as additional insured the Engineer, and the Engineer's Consultants, and include coverage for the respective directors, officers, employees, and agents of all such additional insured.

A. General Aggregate $3,000,000.00

B. Each Occurrence
(Bodily Injury and Property Damage) $1,500,000.00

The insurance policy will contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, or renewal refused until at least thirty (30) days prior written notice has been given to Owner and to each other additional insured (and the certificates of insurance furnished to Owner and each other additional insured will so provide).

16.00 SUBMITTALS

16.01 Initial Submittal

Within 10 days of the Effective Date of the Construction Contract, the Contractor shall submit the following information:

A. Estimated Payment Schedule: The Payment Schedule shall show the amount the Contractor estimates will be requested for payment for each month of the contract.

B. Schedule of Values: The Schedule of Values shall show a breakdown of costs for the Lump Sum items, with the sum of the parts equaling the amount bid.

Both the Payment Schedule and Schedules of Values shall be revised as needed and submitted to the Engineer on a monthly basis with the progress payment requests. The Engineer shall not accept requests for payment from the Contractor without these documents.

C. Subcontractor List: The Contractor shall list all Subcontractors doing work in excess of $5,000.00 and their current Contractors Registration Number.

D. Copies of all Subcontracts.

E. Progress Schedule: The Contractor shall prepare a progress schedule, using a form of their choosing, that is acceptable to the Engineer and meets the requirements of Section 80-03. The schedule shows the estimated progress of the entire project through the time period allowed for completion. Schedule shall be updated as required.

16.02 Definition

The term *Shop Drawings*, refers to drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, and other similar materials requested from the Contractor by the Engineer to explain in detail specific portions of the project work. (Also See Section 100)

16.03 Contractor's Review and Approval

The Contractor shall coordinate all submittals of the shop drawings, shall review them for accuracy, completeness, and contract compliance, and shall indicate his/her approval thereon. The Engineer may return to the Contractor for resubmission any materials submitted without evidence of Contractor approval.

16.04 Submittal Procedure

A. DATE AND NUMBER.

At least thirty (30) days before any need for Engineer approval, the Contractor shall submit to the Engineer shop drawings for work required by the specifications. Contractor shall provide submittal in an e-mail to the Engineer, submittal to be in pdf format. Engineer will reply by e-mail with comments on pdf submittal. If the Contractor does not have a pdf program/scanner, the Contractor shall submit one (1) copy of each shop drawing, operating and maintenance instructions for each material sample requested. The Engineer will scan the hard copy, make comments, and shall return two (2) copies to the Contractor.

B. COVER LETTER.

The Contractor shall include a cover letter with all submittals, identifying the full project and the portion of the project to which the submittal applies. Related submittals shall be forwarded simultaneously as a package to facilitate coordinated review. The Engineer reserves the right to reject uncoordinated submittals and to require submittals beyond those called for in the specifications, to be provided at the Contractor's expense.

16.05 Engineer's Approval

A. PROCEDURE.

The Engineer shall approve/disapprove of each submittal of shop drawings from the Contractor. Any work completed by the Contractor before approval shall be at the Contractor's own risk.

Engineer approval shall not relieve the Contractor of responsibility for Contract compliance. If submittals show known variations from the Contract requirements, the Contractor shall describe such variations in writing in the submittal cover letter. The Engineer shall issue a Contract modification for approved variations involving price or schedule changes. Minor variations not involving price or time changes shall not require Contract modifications.

The Engineer shall indicate his/her reasons in writing for any exceptions taken on shop drawing submittals.

B. RE-SUBMITTALS.

If submittals are not acceptable, the Engineer shall return them to the Contractor for revisions indicating that a second submittal is required. The Engineer shall note date of the original submittal in this return correspondence.

17.00 RECORD DRAWINGS

The Contractor shall prepare a single record set of drawings and submit the drawings to the Engineer following final project inspection. The record set shall show field changes, as-built elevations, unusual conditions encountered during construction, manufacturer names, and catalog numbers for equipment supplied, and such other data as required providing the Owner with an accurate as-constructed project record. The Contractor shall

be responsible for recording his/her own as-built work and the work of subcontractors.

The Engineer shall not process the Contractor's final request until receipt and approval of the record set of drawings.

18.00 RESERVED

19.00 MODIFICATIONS TO GENERAL PROVISIONS

19.01 Section 70-04

Add the following:

Owner (Utility or Other Facility)	Location (See Sheet No.)	Person to Contact (Name, Title, Address and Phone)
FAA	All	Herman Staschke Billings System Support Center (SSC) 1613 Aviation Place Billings, MT 59105 (406) 657-6981 ext. 4
NOAA (National Weather Service)	All	Tony Browder National Weather Service 2170 Overland Ave. Billings, MT 59102 (406) 652-1314

19.02 Section 70-13

Opening Sections of the Work to Traffic. Add the following:

Phase or Description	Required Date or Sequence of Owner's Beneficial Occupancy	Work Shown on Plan Sheet

Not Required

19.03 Section 70-15

Add the following:

Owner (Utility or Other Facility)	Person to Contact (Name, Title, Address, and Phone)
FAA	Herman Staschke

	Billings System Support Center 1613 Aviation Place Billings, MT 59105 (406) 657-6981 ext. 4
NOAA (National Weather Service)	Tony Browder National Weather Service 2170 Overland Ave. Billings, MT 59102 (406) 652-1314
Airfield Gate Telephones Misc. Airport	Mick McCarthy Airport Operations Billings Logan International Airport Billings, Montana 59105 (406) 657-8483
Montana /Dakota Utilities	Dale Nafts 5181 Southgate Drive Billings, Montana 59101-4627 (406) 896-4235 Or Tracey Derudder 5181 Southgate Drive Billings, Montana 59101-4627 (406) 896-4225
Northwestern Energy	Jordan McNaught 1944 Monad Billings, Montana 59102-6343 (406) 655-2534
Lumen	Elaine Self 1515 S 14th St W Missoula, MT 59801 (406) 543-2081
Storm Sewer Sanitary Sewer Water Lines	Mick McCarthy Airport Operations Billings Logan International Airport Billings, Montana 59105 (406) 657-8483 Or Shawn Gaalswyk Airport Operations Billings Logan International Airport Billings, Montana 59105 (406) 794-5065

20.00 RESERVED

21.00 CHANGE ORDER LIMITATIONS

The cost or credit to the Owner resulting from a change in the Work shall be determined as follows:

A. By a Mutually Acceptable Fixed fee; or

If a fixed fee is not agreed upon then a fee based on the following percentages of the various portions of the Cost of the work.

The Subcontractor or Contractor who actually performs the Work, at whatever tier, will be paid a fee of 5 percent of the costs incurred for overhead, and 10 percent of the costs incurred for profit. The higher tier(s) Subcontractor and/or Contractor will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor for overhead.

B. Three methods exist to determine a change in Work, those are; Force Account Work, Construction Change Directives (CCD's) and Change Orders.

Definitions.

(1) Change Order: The formal contract document that amends the contract price and contract time. This document must be approved by the City Council and signed by the Mayor. The approval time for a change order is normally 30 to 45 working days.

(2) Force Account: Work that shall be determined as defined in Section 90-05 and 40-04 that will be included in the next change order for the project

(3) Time Critical Work: Work that must be completed in an immediate time frame in order to keep the project progressing, or where failure to proceed may result in costly project delays.

(4) Construction Change Directives (CCD's): A directive issued to the Contractor to proceed with work that is of a time critical nature prior to the receipt of an approved change order. The cost of this work will be mutually agreed upon before the work can proceed. The costs of the CCD will be included in the next change order for the project. The normal acceptance time of a CCD will be no longer than three (3) working days.

C. CCD Guidelines.

A CCD will not be issued for work items not time critical in nature, nor shall normal change order items be included in the CCD document. Upon request for a change in the scope of the work that is time critical, a meeting with the Engineer and Contractor will be held to review the request for additional work. The review will include, but not be limited to:

- Reason and justification for change.
- The change's effect on contract price.
- The change's effect on contract time

Upon successful review of the request for additional work, a CCD will be issued by the Engineer and signed by all parties. The CCD document will be included in the next change order issued for the project.

D. Cost shall be limited to the following:

Cost of materials, including cost of delivery; Cost of labor, including social security, old and unemployment insurance and fringe benefits under collective bargaining agreements; Workers' Compensation Insurance; Bond Premiums; Rental value of power tools and equipment.

22.00 SMOKE AND DUST CONTROL

Smoke and Dust Control. When conducting potentially polluting operations (such as aggregate crushing or operation of a hot-mix asphalt plant), the Contractor shall comply with all local conditions, and City, County, State, and Federal laws, (including State Board of Health requirements) relevant to air pollution. Such compliance shall include use of adequate dust filters, smoke collectors, or other air pollution control equipment necessary to meet minimum requirements.

If necessary, the Owner shall institute legal action against the Contractor to enforce dust free and smoke free operation.

The Contractor shall be responsible for providing and installing all necessary controls and shall not be compensated for work disruption or downtime related to dust or smoke control.

23.00 CONTRACTOR'S CERTIFICATE AND RELEASE

Contractor's Certificate and Release shall be required to be provided to the Owner, on the forms as provided in the construction documents, or on forms approved for use by the Engineer.

The Final Application for Payment shall be accompanied with all releases and waivers in the Contractor's possession for obligations for labor, equipment, materials, subcontracts, taxes, fees, professional services, rent and royalties arising out of or related to the Work.

The Contractor shall also provide an affidavit certifying and warranting to Owner that all obligations for labor, equipment, materials, subcontracts, taxes, fees, professional services, rent and royalties arising out, or related to the Work will be fully paid and satisfied on receipt of final payment, and agreeing that the Contractor will indemnify, hold harmless, and defend Owner against any and all claims, liabilities, demands, and expenses for any obligation, or asserted obligation for labor, equipment, materials, subcontracts, taxes, fees, professional services, rent or royalties, arising out of the related work.

24.00 EROSION, WATER POLLUTION AND SILTATION CONTROL

The Contractor shall exercise every reasonable precaution throughout the life of the project to prevent pollution and siltation of river, streams or impoundments. Pollutants such as chemicals, fuels, lubricants, bitumens, raw sewage and other harmful wastes shall not be discharged into natural or manmade channels leading thereto. In addition, the Contractor shall conduct and schedule his operations to avoid muddying or silting of rivers, streams or impoundments. The Contractor shall meet the requirements of the applicable State and Federal regulations.

The Contractor shall dispose of all refuse and discarded materials in an approved location.

Water pollution and siltation control work shall consist of temporary erosion control

measures which may be shown on the plans, specified in the Special Provisions, proposed by the Contractor and approved by the Engineer, or ordered by the Engineer during the life of the contract. Said work is intended to provide prevention, control and abatement of water pollution and siltation within the limits of the project to minimize damage to the work and to adjacent property and streams or other bodies of water.

The Contractor shall coordinate temporary pollution and siltation control work with permanent drainage and erosion control work and all other work on the contract, including permanent seeding that may be specified in the contract or ordered by the Engineer to the extent practicable to assure that effective and continuous erosion control is maintained during the construction of the project.

The cost of temporary pollution and siltation control measures will not be paid for directly but shall be absorbed in the other items of work.

25.00 ASSIGNMENT OF CONTRACT

The Contractor shall not assign the whole or any part of this contract or any monies due or to become due, hereunder without written consent of the Owner. In case the Contractor assigns all or any part of any monies due or to become due under this contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any monies due or to become due to the Contractor shall be subject to prior claims of all persons, firms, and corporations for services rendered or materials supplied for the performance of the work called for in this contract.

The Contractor and all subcontractors hereby assign to the State in which the work is performed any and all claims or causes of action for any antitrust law violations or damages arising therefrom as to goods, materials and services purchased under the terms of this agreement, and any change order that may result from this agreement. This assignment is made on behalf of the Contractor and all subcontractors which may be hired or contracted with and by the Contractor to furnish goods, materials or services required under the terms of this agreement.

26.00 UNDERGROUND UTILITIES

A. Underground Utilities. The Contractor shall determine the locations of underground utilities, such as those listed in Section 70-15 of the specification before the start of site work and shall fully coordinate site work with the utility Owners to ensure utility protection. The Contractor shall be solely responsible for any utility damage caused by a failure to locate utilities to protect them.

It shall be solely the responsibility of the Contractor to fully coordinate his work with the agencies and to keep them informed of his construction activities so that these vital installations are fully protected at all times.

The Contractor's attention is also directed to the underground lighting conductor and ducts in the project area. The Contractor shall protect these installations and immediately repair any damage due to them during the course of construction.

B. Protection of Cables, Controls, NAVAIDS, and Weather Bureau Facilities. Due to the critical nature of certain utilities to the operation of the airport, the following Provisions for Protection of Cables, Controls, NAVAIDS and Weather Bureau Facilities shall apply:

(1) The Contractor is hereby informed that there are installed on the airport FAA NAVAIDS; including, without limitation, ASR, UHF and VHF Receivers and Transmitters; U.S. Weather Bureau facilities; and other electric power cables serving other facilities. Such NAVAIDS, Weather Bureau and other facilities, and electric cables must be fully protected during the entire construction time. Work under this Contract can be accomplished in the vicinity of these facilities and cables only at approved periods of time. Approval is subject to withdrawal at any time because of changes in weather, emergency conditions on the existing airfield areas, anticipation of emergency conditions, and for any other reason determined by the Engineer acting under the orders and instructions of the airport management. Any instructions to this Contractor to clear any given area, at any time, by the Engineers, the airport management(by radio or other means) shall be immediately executed. Construction work shall be commenced in the cleared area only when additional instructions are issued by the proper authorities.

(2) Power and control cables leading to and from any FAA NAVAIDS, Weather Bureau and other facilities, will be marked in the field by the Engineers for the information of the Contractor, before any work in their general vicinity is started. Thereafter, through the entire time of this construction they shall be protected from any possible damage, including crossing with unauthorized equipment, etc.

(3) These special provisions intend to make perfectly clear the need for protection of FAA NAVAIDS, Weather Bureau and other facilities, and cables by this Contractor at all time.

(4) The Contractor shall immediately repair, with identical material by skilled workmen, any underground cables serving FAA NAVAIDS, Weather Bureau and other airport facilities, which are damaged by his workmen, equipment or work. Prior approval of the FAA must be obtained for the materials, workmen, time of day or night, method of repairs, and for any temporary or day or night, methods of repairs, and for any temporary or permanent repairs the Contractor proposes to make to any FAA NAVAIDS and facilities damaged by the Contractor. Prior approval of the Engineer or of the representative designated by the airport management must be obtained for the materials, workmen, time of day or night, and for the method of repairs for any temporary or permanent repairs the Contractor proposes to make to any other airport facilities and cables damaged by this Contractor.

(5) It is recognized the Owner will incur costs for employees' salaries, engineering fees and otherwise in connection with the damage, inspection and repair of any such damage, caused by the Contractor; and consequently that the Owner may incur loss of income by reason of the diversion of aircraft traffic from the airport resulting from interruption of the use of airport facilities; and that such expenses and loss of income are not measurable now and may not be reasonably ascertainable at the time of any incident caused by this Contractor. The Owner and the Contractor hereby agree to the assessment of liquidated damages in lieu of such expenses of other damages incurred by the Owners. In addition to the obligation of this Contractor to immediately repair any cables or facilities damaged by the Contractor within three feet of the location on the ground defined by the ENGINEER, as set forth above, the sum of $2,000 shall be deducted from any money due the Contractor; or if no money is due the Contractor, the Owner shall have the right to recover said sum or sums from the Contractor, from the surety, or from both. The amount of these deductions are not considered penalties.

(6) If damage to or cutting of FAA cables results from these projects, the cables must be repaired or spliced in accordance with FAA Specs. 1391a "Installation and

Splicing of Underground Cables", dated December 4, 1973. (Only pressure resin encapsulation splice envelopes will be allowed.)

27.00 ESTIMATING FACTOR IS PROPOSAL QUANTITIES

Contractor is alerted that bid proposal quantities may include estimating factors to account for expected variability in the calculated neat line quantity and for what may be required during construction due to unforeseen conditions, allowable grade tolerances, and anticipated variability in the work performed. The bid proposal quantities include these estimating factors. Bid item quantities will be paid for only on the basis of in-field measurements taken by the Contractor in the presence of the Engineer.

28.00 RESERVED

29.00 RESERVED

30.00 CONSTRUCTION SAFETY AND PHASING PLAN

In addition to the safety and security requirements specified in the Special Provisions, General Provisions, Details, Specifications and plans, the Contractor shall take the following precautions. The information in this CSPP shall control over any inconsistencies with the Special and/or General Provisions.

Jobsite health and safety is the sole responsibility of the Contractor. Neither the professional activities of the Engineer, nor the presence of the Engineer or the Engineer's Employees and subconsultants at the construction site, shall relieve the Contractor, Subcontractors or any other Contractor entity of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the work of construction in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. The Contractor shall indemnify and defend the Owner, Engineer, and Engineer's subconsultants from all claims arising from the performance of the Contractor and his Subcontractors.

It is understood and agreed that the Contractor has sole responsibility for jobsite safety. Notwithstanding this Contractor responsibility, if the Engineer observes situations that the Engineer believes to be a hazard or safety violation, the Engineer shall report the matter to the Contractor, the Owner and the Project Manager. The Contractor agrees to indemnify the Engineer and hold the Engineer harmless from any claims, demands or liability arising from the Engineer's exercise of professional responsibility in this regard.

Except for those items noted specifically in the Proposal and Technical Provisions, work associated with the operations requirements shall not be paid for directly but shall be absorbed in other items of work.

The CSPP has been developed to mitigate the adverse impacts of construction on the airport. Strict adherence to the provisions of the CSPP by all personnel assigned to or visiting the construction site is mandatory for all construction projects. In the event Contractor activities are not in conformance with the provisions of the CSPP, the contractor shall immediately cease those operations involved in the violation of the provisions of the CSPP and conduct a safety meeting. The Owner, through the resident engineer, may direct the Contractor, in writing, to immediately cease those operations involved in the violation of the provisions of the CSPP. The Contractor shall not resume construction operations until an appropriate action is taken as determined by the Owner and Engineer.

30.01 COORDINATION

A. Pre-Construction Conference. At the mandatory pre-construction conference, the Contractor will be required to discuss details of how they expect to conduct operations. These details shall include a best estimate of timing on such things as delivery of materials and the commencement of the various construction activities as per the Schedules outlined in the plans and specifications.

A construction schedule shall be submitted to the Engineer prior to the Pre-Construction Conference. The Contractor shall submit to the Engineer at least seven (7) days before the Pre-Construction Conference a daily work schedule for construction. The schedule shall sufficiently break out work items to allow progress monitoring and easy schedule revisions and shall clearly show coordination between the Contractor and subcontractors. The Construction Schedule shall be in bar chart or CPM form and show estimated starting and completion dates for each part of the work.

B. Contractor Progress, Operation, and Coordination Meetings. The Contractor's superintendent shall meet weekly with the Project Engineer and the Owner to discuss work progress and the work schedule. Contractor shall provide written work schedules to Owner and Engineer. Meetings shall be held at a time that is agreed upon by all parties involved. Meetings shall be held onsite at a location to be designated at the preconstruction conference. Additional coordination meetings may be needed for the purpose of assuring coordination of the work covered by this contract and the scope or any schedule changes.

30.02 CONSTRUCTION PHASING

A. The intent of this section is not to provide a detailed construction schedule of the Contractor's operations, but rather, to provide limitations and restrictions within which the Contractor shall schedule work. Construction operations shall be scheduled so as to cause the least possible interference with the Airport operations subject to the following restrictions and limitations. Refer to the operations and phasing plan sheets for additional information. Airport Management and the Engineer must approve any proposed changes to the phasing plan and/or sequence.

The West Shuttle Parking Lot Construction project is comprised of two schedules and one additive alternative. Schedule 1 consists of excavation, grading, base course, asphalt paving, storm drain, bollards, fence, pavement markings, and seeding. Schedule 2 is comprised of light poles, cameras, and other electrical/communications infrastructure required for light pole and camera operation. Addtive Alternative One is embankment, topsoiling and seeding.

The project site for Schedule 1 will have owner-provided “DO NOT ENTER” signs to prevent the public from entering the site. During storm drain installation across the security fence, the Contractor shall not leave an opening in the fence unattended. Security fence fabric shall follow the contour of the ground, with the bottom of the fabric no less than 1 inch or no more than 3 inches from the ground surface. The perimeter milling road shall also be backfilled and resurfaced in 1 day. Contractor to give 7-day notice to the airport prior to crossing the security fence and perimeter road.

During Schedule 2 construction, access to the TSA offices and car wash facilities shall be maintained at all times. Candles shall be placed around equipment and across closed entrances.

The earliest Notice to Proceed is August 24, 2026. The Airport is to remain open for the duration of the project. Some project specific details are broken out as follows:

1. The Contractor and any subcontractors doing work within the Air Operations Area (AOA) shall have badging requirements met. Access to the AOA will not be granted if badging is not current.

2. Prior to beginning construction work, the Contractor shall provide, maintain and place the necessary frangible traffic control candles around each construction area. The candles shall be spaced no more than 8 feet apart (at locations shown on the General G Drawing Sheets), or as directed by the Project Engineer and/or Owner, to delineate the construction areas for the Contractor. The frangible traffic control candles will be marked with alternating orange and white stripes.

   The Contractor shall provide, erect, and maintain all necessary measures to protect site work and the public (both land and air traffic). These measures include, but are not limited to; night warning signs and W11 15 "TRUCKS ENTERING" signs (placed as shown on the General G Drawing Sheets).

   The Owner shall provide low-level delineator units, if required, on the General, G, Drawing sheets, each containing two (2) flashing red obstruction lights. The Owner shall place these units during construction and remove them when construction is completed. The low-level delineators shall prevent aircraft from turning off active runways/taxiways onto areas under construction. Do Not Enter and Closed signs, if required, shall also be placed by the Owner behind the delineators for additional closure information facing airside aircraft.

3. For the storm drain installation inside the airfield security fence, the Contractor shall access the construction site through manual gate 32. The staging area for construction is outside the security fence, near the project site.

30.03 AREAS AND OPERATIONS AFFECTED BY CONSTRUCTION

A. The Contractor shall maintain the above critical Airport operations over the duration of the project. The Contractor shall submit an operations plan to the Owner and Engineer for their approval that poses the least amount of impact on the airfield during construction.

OPERATIONS CONSTRUCTION PLAN WEST SHUTTLE PARKING LOT CONSTRUCTION			
SCHEDULE 1 Airport Facility Impacted	SAFETY MEASURES	DETOURS	Conditions for CLOSURE
Schedule 1 & Additive Alternative One– Parking Lot Construction	Candles around site.	None.	Construction

OPERATIONS CONSTRUCTION PLAN WEST SHUTTLE PARKING LOT CONSTRUCTION			
SCHEDULE 1 Airport Facility Impacted	SAFETY MEASURES	DETOURS	Conditions for CLOSURE
Schedule 1 – Storm Drain Security fence and perimeter road.	No opening less than 1 inch or more than 3 inches from the ground surface when trenching under security fence. Perimeter road will be closed for 1 day during install across road.	None.	Storm Drain Install.
Schedule 2 – Lighting and Cameras Car wash facility and TSA offices.	Candles around equipment. Candles closing TSA lot entrances when trenching across entrances.	Other TSA parking lot entrances.	Construction/ Trenching

B. The Contractor shall coordinate with Owner and Engineer for staging area requirements, exact size and location. After completion of work, dirt staging areas shall be bladed smooth by the Contractor and seeded. Upon project completion, the Contractor shall blade smooth and re-seed haul roads and over unpaved ground on Airport property. The cost of final cleanup, topsoiling, seeding, and maintenance of staging areas and haul roads built by the Contractor for site access shall be included in the unit bid prices for related work items.

C. To prevent the spread of Noxious Weeds, the Contractor shall clean contaminated soil or noxious weed seeds from all equipment and trucks to be used on the job site.

D. When hauling off of the Airport property, the Contractor shall follow all local, state and federal requirements for equipment, hauling restrictions and any other requirements of these agencies. Traffic control required on public streets and highways shall follow MDOT specifications.

30.04 RESERVED

30.05 CONTRACTOR ACCESS

A. Vehicle and Pedestrian Operations. G-Drawings indicates the locations for staging area.

All Contractor vehicles and equipment shall be marked with the Contractor's name or logo. Standard amber strobe lights shall be mounted on all vehicles and equipment including, but not limited to, Contractor pickups, trucks, rollers, etc. to ensure daytime and nighttime visibility and safety.

30.06 WILDLIFE MANAGEMENT

The Airport has a Wildlife Hazard Management Plan in cooperation with the U.S. Department of Agriculture's Wildlife Services program. The plan places emphasis on identification and abatement of wildlife hazards within the airfield environment. The Airport will take immediate measures to identify and mitigate wildlife hazards whenever they are detected or whenever airport management has been advised that hazardous conditions exist.

A. Trash. The Contractor shall at all times keep all trash and construction debris confined to the staging area/trash bins. Construction debris and trash shall be kept in a neat and orderly condition and secured to prevent dislodging in the wind and other weather conditions. Any trash that may be a wildlife attractant shall be disposed of in trash bins or other approved method.

B. Standing Water. The Contractor shall provide temporary drainage during construction to prevent ponding of water and attracting birds and other waterfowl.

C. Tall Grass and Seeds. The Contractor shall adhere to the requirements of Section T-901, seeding. The Owner has a mowing schedule that has been established under their wildlife management plan to maintain all grass to a height of 6 to 10 inches.

D. Fencing and Gates. Perimeter fence inspections are conducted by the Owner to ensure the fence is secured. The Contractor shall immediately report any damage to gates or fence and shall be responsible for repairs to any gates or fence caused by negligence by the Contractor. All fencing and gates shall be maintained for security and to prevent intrusion by wildlife. All trenches under security fences shall be backfilled at the end of each working day.

E. Wildlife Habitat. In the event of a wildlife encounter within the AOA, The Contractor shall immediately contact Airport Operations. Refer to 30.04C for contact list.

30.07 FOREIGN OBJECT DEBRIS (FOD) MANAGEMENT

The Contractor shall keep all debris generated by the project contained. Pavement surfaces used for access shall be broomed by the Contractor. Contactor shall clean all mud and loose material from all vehicles before accessing paved surfaces. At the end of construction, Contractor is to clean out all manholes and inlets (new and existing) in construction area.

The Airport will provide brooming of area as needed. Utilization of Airport provided final brooming will be paid by the Contractor at the Owner's fixed cost per shift.

30.08 HAZARDOUS MATERIALS (HAZMAT) MANAGEMENT

The Contractor shall immediately notify the Engineer and the Owner, and the Owner shall contact the Montana Department of Environmental Quality (MDEQ), if soil or other contamination is discovered. The Contractor shall then allow the Owner forty-eight (48) hours following notification, to test soils and determine a disposal location on Airport property.

During construction, the Contractor shall excavate any contaminated soil or other contaminated material, separate it from non-contaminated material, and temporarily store and protect it on the site. In performing this work, the Contractor shall:

A. Comply with all applicable OSHA regulations to protect the health and safety of employees

and other site personnel from known or suspected hazards. For any work on or near contaminated areas, for example, the Contractor shall demonstrate that employees have received training similar to the requirements of 29 CRF 1910.120(e)(3) for "routine and non-routine site employees" on hazardous waste sites. The Contractor shall secure the site to protect the general public and prevent hazardous exposures.

B. Secure the temporary area storage for contaminated materials to prevent unauthorized access. For example, the Contractor shall cover the contaminated materials, to prevent contaminant migration, shall place them either on an impervious liner or on a paved surface, and shall take other measures as needed in the event of rain or other disturbances.

C. The Owner shall test materials in the temporary storage site to determine the extent of contamination and to determine procedures for disposal in the designated project waste area (as shown on the plans) if materials are suitable for such disposal. If such disposal is not suitable, the Owner shall direct alternative disposal under a separate work agreement with the Contractor.

D. Measurement and payment shall include the yardage of contaminated material moved from its original location to the temporary storage site as unclassified excavation. This payment shall include all costs associated with providing trained personnel and handling contaminated soils.

Costs associated with transporting materials from the temporary storage site to the designated project waste areas (if such disposal is appropriate) shall be measured and paid separately as unclassified excavation. Contaminated materials shall not be mixed with non-contaminated materials for disposal.

30.09 NOTIFICATION OF CONSTRUCTION ACTIVITIES

A. Points of Contact. For work near active airport areas or utilities at the airport, the Contractor shall closely coordinate work with the Engineer, Owner, and Airport Operations. The Contractor shall coordinate operations weekly at the weekly construction meetings.

At every preconstruction meeting a contact list is distributed with all responsible representatives for each organization. This list includes off-duty contact information, work information, and cell numbers so an immediate response may be coordinated to correct any construction-related activity that could affect the operation safety of the airport.

B. Emergency Notification. For emergencies requiring police, medical, or firefighting response contact the local authorities (911) then notify the Airport Operations or the Engineer.

C. Coordinating with ARFF Personnel. Weekly construction progress meetings will be held throughout the duration of the project and prior to commencement of new construction areas. Hazardous materials will not be used on the airfield. If one of these items change it shall be coordinated and approved by the airport's ARFF personnel prior to execution of such activities.

30.10 INSPECTION REQUIREMENTS

Inspectors employed by the Owner shall be authorized to inspect all work done and all material

furnished. Such inspection may extend to all or any part of the work and to the preparation, fabrication, or manufacture of the materials to be used. Inspectors are not authorized to revoke, alter, or waive any provision of the contract. Inspectors are not authorized to issue instructions contrary to the plans and specifications or to act as foreman for the Contractor.

Inspectors employed by the Owner are authorized to notify the Contractor or his/her representatives of any failure of the work or materials to conform to the requirements of the contract, plans, or specifications and to reject such nonconforming materials in question until such issues can be referred to the Engineer for his/her decision.

The project inspector and Owner will monitor the contractor's compliance with the provisions of the Construction Operation Plan. The Owner, through the resident engineer, may direct the Contractor, in writing, to immediately cease those operations involved in the violation of the provisions of the construction operations plan. The Contractor shall not resume construction operations until an appropriate action is taken as determined by the Owner and Engineer.

30.11 UNDERGROUND UTILITIES

The Contractor is required to call One Call prior to the start of any construction. The plans show all the existing utilities within the construction area, from the best data available to the Engineer, and an exploratory bid item is always included on a construction project for any utilities in question. These items help protect existing underground utilities, cables, conduits, pipelines, and other underground facilities in excavation areas.

30.12 PENALTIES

The construction operations plan has been developed to mitigate the adverse impacts of construction on aeronautical operations on the airport. Strict adherence to the provisions of the construction operations plan by all personnel assigned to or visiting the construction site is mandatory for all construction projects. In the event Contractor activities are not in conformance with the provisions of the construction operations plan, the contractor shall immediately cease those operations involved in the violation of the provisions of the construction operations plan and conduct a safety meeting. The Owner, through the resident engineer, may direct the Contractor, in writing, to immediately cease those operations involved in the violation of the provisions of the construction operations plan. The Contractor shall not resume construction operations until an appropriate action is taken as determined by the Owner and Engineer.

30.13 SPECIAL CONDITIONS

A. Pavement Protection. On paved surfaces, the Contractor shall use rubber-tired equipment with rubber pads on stabilizers. The Contractor's use of track-mounted equipment shall be limited to equipment with rubber pads on the tracks, or with other approved methods used to protect the pavement.

B. Coordination with other On-Site Construction. If other construction work is in progress, on or near the project site during the construction period, the Contractor shall coordinate his/her work with that of the other Contractor under a separate contract (between the contractors) and shall perform all related work in proper sequence and in a proper manner. Further, the Contractor shall adhere to all provisions of Section 50-05 of this specification, "Cooperation between Contractors".

C. Use of Owner's Materials, Equipment, Tools. The Owner shall not supply materials, equipment, or small tools or labor, to the Contractor unless the furnishing of these items is specified elsewhere herein, or unless the Owner determines in an emergency that such items are required to maintain safe movement of aircraft and personnel.

If Contractor asks the Owner for use of any such items in a non-emergency situation, the Contractor shall rent the items at an agreed upon rental rate and shall return all items (or replace them in kind) within two (2) weeks of their use. All labor will be billed to include insurance and taxes, plus an acceptable markup.

The Owner will provide final brooming of the pavement surfaces that were impacted at the end of each construction shift, if said pavement is to be opened to aircraft. This final brooming shall include all labor, equipment, and materials and will be invoiced to the Contractor on a per shift basis.

D. General Storm Water Discharge Permit for Construction. If under one acre is disturbed, not needed. Contractor is responsible for the "STORM WATER DISCHARGE PERMIT".

A storm water discharge permit shall be obtained prior to the start of construction of this project since the area disturbed by construction activities will be greater than 1 acre. The Contractor shall confirm this with the Montana Department of Environmental Quality. If the Contractor's operations will require a storm water discharge permit, the Contractor shall be responsible for obtaining and paying for the permit and obtaining the permit in advance of construction.

The Contractor shall submit a Montana Pollutant Discharge Elimination System Application For a General Permit to Discharge Storm Water Associated With Construction Activity, and a Construction Storm Water Erosion Control Plan at least (30) days prior to the start of construction. The application and erosion control plan shall be submitted to:

Montana Department of Environmental Quality
Water Quality Division
Storm Water Program
P.O. Box 200901
Helena, MT 59620-0901
(406) 444-3080

The Contractor shall also notify the MDEQ when the construction is complete so that the permit can be terminated upon inspection by MDEQ. The Contractor shall be responsible for all application and annual fees of this permit.

Questions concerning storm water permit requirements should be addressed to the MDEQ at the telephone number listed above. Written instructions and general permit information are also available from MDEQ.

All costs for permits and implementation are considered incidental to related work and no separate payment will be made.

E. Lighting. For night work, the Contractor shall provide portable lighting in work areas, of sufficient quantity and quality to allow completion of work within specified tolerances. Portable light plants used for this purpose shall have at least four (4) working metal halogen 1000-watt bulbs or an output of 245,000 lumens each mounted on a mast at least 25 feet high, or an approved equal. The Engineer and Air Traffic Controller shall approve

the placement and height of the lights to ensure compliance with airport traffic procedures.

To provide visibility from the air, from the Control Tower, and from aircraft taxiing on the ground, all construction vehicles working outside the staging areas at night shall be equipped with amber strobes or rotating lights. These lights shall conform to the latest edition of AC 150/5210 5 “Painting, Marking, and Lighting of Vehicles Used on an Airport”. Lights will also be used in daytime.

No night work is anticipated for this project.

F. Safety Vests and Hard Hats. All Contractor personnel shall wear safety vests and hard hats while on the project site.

END

General Contract Provisions

Section 10 Definition of Terms

When the following terms are used in these specifications, in the contract, or in any documents or other instruments pertaining to construction where these specifications govern, the intent and meaning shall be defined as follows:

Paragraph Number	Term	Definition
10-01	**AASHTO**	The American Association of State Highway and Transportation Officials.
10-02	**Access Road**	The right-of-way, the roadway and all improvements constructed thereon connecting the airport to a public roadway.
10-03	**Advertisement**	A public announcement, as required by local law, inviting bids for work to be performed and materials to be furnished.
10-04	**Airport**	Airport means an area of land or water which is used or intended to be used for the landing and takeoff of aircraft; an appurtenant area used or intended to be used for airport buildings or other airport facilities or rights of way; airport buildings and facilities located in any of these areas, and a heliport.
10-05	**Airport Improvement Program (AIP)**	A grant-in-aid program, administered by the Federal Aviation Administration (FAA).
10-06	**Air Operations Area (AOA)**	The term air operations area (AOA) shall mean any area of the airport used or intended to be used for the landing, takeoff, or surface maneuvering of aircraft. An air operation area shall include such paved or unpaved areas that are used or intended to be used for the unobstructed movement of aircraft in addition to its associated runway, taxiway, or apron.
10-07	**Apron**	Area where aircraft are parked, unloaded or loaded, fueled and/or serviced.

Paragraph Number	Term	Definition
10-08	**ASTM International (ASTM)**	Formerly known as the American Society for Testing and Materials (ASTM).
10-09	**Award**	The Owner's notice to the successful bidder of the acceptance of the submitted bid.
10-10	**Bidder**	Any individual, partnership, firm, or corporation, acting directly or through a duly authorized representative, who submits a proposal for the work contemplated.
10-11	**Building Area**	An area on the airport to be used, considered, or intended to be used for airport buildings or other airport facilities or rights-of-way together with all airport buildings and facilities located thereon.
10-12	**Calendar Day**	Every day shown on the calendar.
10-13	**Certificate of Analysis (COA)**	The COA is the manufacturer's Certificate of Compliance (COC) including all applicable test results required by the specifications.
10-14	**Certificate of Compliance (COC)**	The manufacturer's certification stating that materials or assemblies furnished fully comply with the requirements of the contract. The certificate shall be signed by the manufacturer's authorized representative.
10-15	**Change Order**	A written order to the Contractor covering changes in the plans, specifications, or proposal quantities and establishing the basis of payment and contract time adjustment, if any, for work within the scope of the contract and necessary to complete the project.
10-16	**Contract**	A written agreement between the Owner and the Contractor that establishes the obligations of the parties including but not limited to performance of work, furnishing of labor, equipment and materials and the basis of payment. The awarded contract includes but may not be limited to: Advertisement, Contract form, Proposal, Performance bond, payment bond, General provisions, certifications and representations, Technical Specifications, Plans, Supplemental Provisions, standards incorporated by reference and issued addenda.

Paragraph Number	Term	Definition
10-17	**Contract Item (Pay Item)**	A specific unit of work for which a price is provided in the contract.
10-18	**Contract Time**	The number of calendar days or working days, stated in the proposal, allowed for completion of the contract, including authorized time extensions. If a calendar date of completion is stated in the proposal, in lieu of a number of calendar or working days, the contract shall be completed by that date.
10-19	**Contractor**	The individual, partnership, firm, or corporation primarily liable for the acceptable performance of the work contracted and for the payment of all legal debts pertaining to the work who acts directly or through lawful agents or employees to complete the contract work.
10-20	**Contractors Quality Control (QC) Facilities**	The Contractor's QC facilities in accordance with the Contractor Quality Control Program (CQCP).
10-21	**Contractor Quality Control Program (CQCP)**	Details the methods and procedures that will be taken to assure that all materials and completed construction required by the contract conform to contract plans, technical specifications and other requirements, whether manufactured by the Contractor, or procured from subcontractors or vendors.
10-22	**Control Strip**	A demonstration by the Contractor that the materials, equipment, and construction processes results in a product meeting the requirements of the specification.
10-23	**Construction Safety and Phasing Plan (CSPP)**	The overall plan for safety and phasing of a construction project developed by the airport operator, or developed by the airport operator's consultant and approved by the airport operator. It is included in the invitation for bids and becomes part of the project specifications.
10-24	**Drainage System**	The system of pipes, ditches, and structures by which surface or subsurface waters are collected and conducted from the airport area.
10-25	**Engineer**	The individual, partnership, firm, or corporation duly authorized by the Owner to be responsible for engineering, inspection, and/or observation of the

Paragraph Number	Term	Definition
		contract work and acting directly or through an authorized representative.
10-26	**Equipment**	All machinery, together with the necessary supplies for upkeep and maintenance; and all tools and apparatus necessary for the proper construction and acceptable completion of the work.
10-27	**Extra Work**	An item of work not provided for in the awarded contract as previously modified by change order or supplemental agreement, but which is found by the Owner's Engineer or Resident Project Representative (RPR) to be necessary to complete the work within the intended scope of the contract as previously modified.
10-28	**FAA**	The Federal Aviation Administration. When used to designate a person, FAA shall mean the Administrator or their duly authorized representative.
10-29	**Federal Specifications**	The federal specifications and standards, commercial item descriptions, and supplements, amendments, and indices prepared and issued by the General Services Administration.
10-30	**Force Account**	**a.** Contract Force Account - A method of payment that addresses extra work performed by the Contractor on a time and material basis. **b.** Owner Force Account - Work performed for the project by the Owner's employees.
10-31	**Intention of Terms**	Whenever, in these specifications or on the plans, the words "directed," "required," "permitted," "ordered," "designated," "prescribed," or words of like import are used, it shall be understood that the direction, requirement, permission, order, designation, or prescription of the Engineer and/or Resident Project Representative (RPR) is intended; and similarly, the words "approved," "acceptable," "satisfactory," or words of like import, shall mean approved by, or acceptable to, or satisfactory to the Engineer and/or RPR, subject in each case to the final determination of the Owner. Any reference to a specific requirement of a numbered paragraph of the contract specifications or a cited standard shall be interpreted to include all general requirements of the entire section,

Paragraph Number	Term	Definition
		specification item, or cited standard that may be pertinent to such specific reference.
10-32	**Lighting**	A system of fixtures providing or controlling the light sources used on or near the airport or within the airport buildings. The field lighting includes all luminous signals, markers, floodlights, and illuminating devices used on or near the airport or to aid in the operation of aircraft landing at, taking off from, or taxiing on the airport surface.
10-33	**Major and Minor Contract Items**	A major contract item shall be any item that is listed in the proposal, the total cost of which is equal to or greater than 20% of the total amount of the award contract. All other items shall be considered minor contract items.
10-34	**Materials**	Any substance specified for use in the construction of the contract work.
10-35	**Modification of Standards (MOS)**	Any deviation from standard specifications applicable to material and construction methods in accordance with FAA Order 5300.1.
10-36	**Notice to Proceed (NTP)**	A written notice to the Contractor to begin the actual contract work on a previously agreed to date. If applicable, the Notice to Proceed shall state the date on which the contract time begins.
10-37	**Owner**	The term “Owner” shall mean the party of the first part or the contracting agency signatory to the contract. Where the term “Owner” is capitalized in this document, it shall mean airport Sponsor only. The Owner for this project is as stated in Section 1.5 Contract.
10-38	**Passenger Facility Charge (PFC)**	Per 14 Code of Federal Regulations (CFR) Part 158 and 49 United States Code (USC) § 40117, a PFC is a charge imposed by a public agency on passengers enplaned at a commercial service airport it controls.
10-39	**Pavement Structure**	The combined surface course, base course(s), and subbase course(s), if any, considered as a single unit.
10-40	**Payment bond**	The approved form of security furnished by the Contractor and their own surety as a guaranty that the

Paragraph Number	Term	Definition
		Contractor will pay in full all bills and accounts for materials and labor used in the construction of the work.
10-41	**Performance bond**	The approved form of security furnished by the Contractor and their own surety as a guaranty that the Contractor will complete the work in accordance with the terms of the contract.
10-42	**Plans**	The official drawings or exact reproductions which show the location, character, dimensions and details of the airport and the work to be done and which are to be considered as a part of the contract, supplementary to the specifications. Plans may also be referred to as 'contract drawings.'
10-43	**Project**	The agreed scope of work for accomplishing specific airport development with respect to a particular airport.
10-44	**Proposal**	The written offer of the bidder (when submitted on the approved proposal form) to perform the contemplated work and furnish the necessary materials in accordance with the provisions of the plans and specifications.
10-45	**Proposal guaranty**	The security furnished with a proposal to guarantee that the bidder will enter into a contract if their own proposal is accepted by the Owner.
10-46	**Quality Assurance (QA)**	Owner's responsibility to assure that construction work completed complies with specifications for payment.
10-47	**Quality Control (QC)**	Contractor's responsibility to control material(s) and construction processes to complete construction in accordance with project specifications.
10-48	**Quality Assurance (QA) Inspector**	An authorized representative of the Engineer and/or Resident Project Representative (RPR) assigned to make all necessary inspections, observations, tests, and/or observation of tests of the work performed or being performed, or of the materials furnished or being furnished by the Contractor.
10-49	**Quality Assurance (QA) Laboratory**	The official quality assurance testing laboratories of the Owner or such other laboratories as may be

Paragraph Number	Term	Definition
		designated by the Engineer or RPR. May also be referred to as Engineer's, Owner's, or QA Laboratory.
10-50	**Resident Project Representative (RPR)**	The individual, partnership, firm, or corporation duly authorized by the Owner to be responsible for all necessary inspections, observations, tests, and/or observations of tests of the contract work performed or being performed, or of the materials furnished or being furnished by the Contractor, and acting directly or through an authorized representative.
10-51	**Runway**	The area on the airport prepared for the landing and takeoff of aircraft.
10-52	**Runway Safety Area (RSA)**	A defined surface surrounding the runway prepared or suitable for reducing the risk of damage to aircraft. See the construction safety and phasing plan (CSPP) for limits of the RSA.
10-53	**Safety Plan Compliance Document (SPCD)**	Details how the Contractor will comply with the CSPP.
10-54	**Specifications**	A part of the contract containing the written directions and requirements for completing the contract work. Standards for specifying materials or testing which are cited in the contract specifications by reference shall have the same force and effect as if included in the contract physically.
10-55	**Sponsor**	A Sponsor is defined in 49 USC § 47102(24) as a public agency that submits to the FAA for an AIP grant; or a private Owner of a public-use airport that submits to the FAA an application for an AIP grant for the airport.
10-56	**Structures**	Airport facilities such as bridges; culverts; catch basins, inlets, retaining walls, cribbing; storm and sanitary sewer lines; water lines; underdrains; electrical ducts, manholes, handholes, lighting fixtures and bases; transformers; navigational aids; buildings; vaults; and, other manmade features of the airport that may be encountered in the work and not otherwise classified herein.
10-57	**Subgrade**	The soil that forms the pavement foundation.

Paragraph Number	Term	Definition
10-58	**Superintendent**	The Contractor's executive representative who is present on the work during progress, authorized to receive and fulfill instructions from the RPR, and who shall supervise and direct the construction.
10-59	**Supplemental Agreement**	A written agreement between the Contractor and the Owner that establishes the basis of payment and contract time adjustment, if any, for the work affected by the supplemental agreement. A supplemental agreement is required if: (1) in scope work would increase or decrease the total amount of the awarded contract by more than 25%: (2) in scope work would increase or decrease the total of any major contract item by more than 25%; (3) work that is not within the scope of the originally awarded contract; or (4) adding or deleting of a major contract item.
10-60	**Surety**	The corporation, partnership, or individual, other than the Contractor, executing payment or performance bonds that are furnished to the Owner by the Contractor.
10-61	**Taxilane**	A taxiway designed for low speed movement of aircraft between aircraft parking areas and terminal areas.
10-62	**Taxiway**	The portion of the air operations area of an airport that has been designated by competent airport authority for movement of aircraft to and from the airport's runways, aircraft parking areas, and terminal areas.
10-63	**Taxiway/Taxilane Safety Area (TSA)**	A defined surface alongside the taxiway prepared or suitable for reducing the risk of damage to an aircraft. See the construction safety and phasing plan (CSPP) for limits of the TSA.
10-64	**Work**	The furnishing of all labor, materials, tools, equipment, and incidentals necessary or convenient to the Contractor's performance of all duties and obligations imposed by the contract, plans, and specifications.
10-65	**Working day**	A working day shall be any day other than a legal holiday, Saturday, or Sunday on which the normal working forces of the Contractor may proceed with regular work for at least six (6) hours toward

Paragraph Number	Term	Definition
		completion of the contract. When work is suspended for causes beyond the Contractor's control, it will not be counted as a working day. Saturdays, Sundays and holidays on which the Contractor's forces engage in regular work will be considered as working days.
10-66	**Owner Defined terms**	The term Resident Project Representative (RPR), as used in these specifications, shall refer to the Morrison-Maierle PE who is the designated Project Manager. The duties, responsibilities, and limitations of authority of the Morrison-Maierle on site construction RPR shall be as included in Exhibit B of the Master Agreement between Owner and Engineer. On site RPR shall refer all questions not clearly covered in the project specification and plans to the Morrison-Maierle Project Manager.

END OF SECTION 10

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Section 20 Proposal Requirements and Conditions

20-01 Advertisement (Notice to Bidders). See Section 1.1 Invitation To Bid

20-02 Qualification of bidders. Each bidder shall submit evidence of competency and evidence of financial responsibility to perform the work to the Owner at the time of bid opening.

Evidence of competency, unless otherwise specified, shall consist of statements covering the bidder's past experience on similar work, and a list of equipment and a list of key personnel that would be available for the work.

Each bidder shall furnish the Owner satisfactory evidence of their financial responsibility. Evidence of financial responsibility, unless otherwise specified, shall consist of a confidential statement or report of the bidder's financial resources and liabilities as of the last calendar year or the bidder's last fiscal year. Such statements or reports shall be certified by a public accountant. At the time of submitting such financial statements or reports, the bidder shall further certify whether their financial responsibility is approximately the same as stated or reported by the public accountant. If the bidder's financial responsibility has changed, the bidder shall qualify the public accountant's statement or report to reflect the bidder's true financial condition at the time such qualified statement or report is submitted to the Owner.

Unless otherwise specified, a bidder may submit evidence that they are prequalified with the State Highway Division and are on the current "bidder's list" of the state in which the proposed work is located. Evidence of State Highway Division prequalification may be submitted as evidence of financial responsibility in lieu of the certified statements or reports specified above.

20-03 Contents of proposal forms. The Owner's proposal forms state the location and description of the proposed construction; the place, date, and time of opening of the proposals; and the estimated quantities of the various items of work to be performed and materials to be furnished for which unit bid prices are asked. The proposal form states the time in which the work must be completed, and the amount of the proposal guaranty that must accompany the proposal. The Owner will accept only those Proposals properly executed on forms provided by the Owner. Bidder actions that may cause the Owner to deem a proposal irregular are given in paragraph 20-09 *Irregular proposals*.

20-04 Issuance of proposal forms. The Owner reserves the right to refuse to issue a proposal form to a prospective bidder if the bidder is in default for any of the following reasons:

a. Failure to comply with any prequalification regulations of the Owner, if such regulations are cited, or otherwise included, in the proposal as a requirement for bidding.

b. Failure to pay, or satisfactorily settle, all bills due for labor and materials on former contracts in force with the Owner at the time the Owner issues the proposal to a prospective bidder.

c. Documented record of Contractor default under previous contracts with the Owner.

d. Documented record of unsatisfactory work on previous contracts with the Owner.

20-05 Interpretation of estimated proposal quantities. An estimate of quantities of work to be done and materials to be furnished under these specifications is given in the proposal. It is the

result of careful calculations and is believed to be correct. It is given only as a basis for comparison of proposals and the award of the contract. The Owner does not expressly, or by implication, agree that the actual quantities involved will correspond exactly therewith; nor shall the bidder plead misunderstanding or deception because of such estimates of quantities, or of the character, location, or other conditions pertaining to the work. Payment to the Contractor will be made only for the actual quantities of work performed or materials furnished in accordance with the plans and specifications. It is understood that the quantities may be increased or decreased as provided in the Section 40, paragraph 40-02, Alteration of Work and Quantities, without in any way invalidating the unit bid prices.

20-06 Examination of plans, specifications, and site. The bidder is expected to carefully examine the site of the proposed work, the proposal, plans, specifications, and contract forms. Bidders shall satisfy themselves to the character, quality, and quantities of work to be performed, materials to be furnished, and to the requirements of the proposed contract. The submission of a proposal shall be prima facie evidence that the bidder has made such examination and is satisfied to the conditions to be encountered in performing the work and the requirements of the proposed contract, plans, and specifications.

Boring logs and other records of subsurface investigations and tests are available for inspection of bidders. It is understood and agreed that such subsurface information, whether included in the plans, specifications, or otherwise made available to the bidder, was obtained and is intended for the Owner's design and estimating purposes only. Such information has been made available for the convenience of all bidders. It is further understood and agreed that each bidder is solely responsible for all assumptions, deductions, or conclusions which the bidder may make or obtain from their own examination of the boring logs and other records of subsurface investigations and tests that are furnished by the Owner.

20-07 Preparation of proposal. The bidder shall submit their proposal on the forms furnished by the Owner. All blank spaces in the proposal forms, unless explicitly stated otherwise, must be correctly filled in where indicated for each and every item for which a quantity is given. The bidder shall state the price (written in ink or typed) both in words and numerals which they propose for each pay item furnished in the proposal. In case of conflict between words and numerals, the words, unless obviously incorrect, shall govern.

The bidder shall correctly sign the proposal in ink. If the proposal is made by an individual, their name and post office address must be shown. If made by a partnership, the name and post office address of each member of the partnership must be shown. If made by a corporation, the person signing the proposal shall give the name of the state where the corporation was chartered and the name, titles, and business address of the president, secretary, and the treasurer. Anyone signing a proposal as an agent shall file evidence of their authority to do so and that the signature is binding upon the firm or corporation.

20-08 Responsive and responsible bidder. A responsive bid conforms to all significant terms and conditions contained in the Owner's invitation for bid. It is the Owner's responsibility to decide if the exceptions taken by a bidder to the solicitation are material or not and the extent of deviation it is willing to accept.

A responsible bidder has the ability to perform successfully under the terms and conditions of a proposed procurement, as defined in 2 CFR § 200.318(h). This includes such matters as Contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

20-09 Irregular proposals. Proposals shall be considered irregular for the following reasons:

a. If the proposal is on a form other than that furnished by the Owner, or if the Owner's form is altered, or if any part of the proposal form is detached.

b. If there are unauthorized additions, conditional or alternate pay items, or irregularities of any kind that make the proposal incomplete, indefinite, or otherwise ambiguous.

c. If the proposal does not contain a unit price for each pay item listed in the proposal, except in the case of authorized alternate pay items, for which the bidder is not required to furnish a unit price.

d. If the proposal contains unit prices that are obviously unbalanced.

e. If the proposal is not accompanied by the proposal guaranty specified by the Owner.

f. If the applicable Disadvantaged Business Enterprise information is incomplete.

The Owner reserves the right to reject any irregular proposal and the right to waive technicalities if such waiver is in the best interest of the Owner and conforms to local laws and ordinances pertaining to the letting of construction contracts.

20-10 Bid guarantee. Each separate proposal shall be accompanied by a bid bond, certified check, or other specified acceptable collateral, in the amount specified in the proposal form. Such bond, check, or collateral, shall be made payable to the Owner.

20-11 Delivery of proposal. Each proposal submitted shall be placed in a sealed envelope plainly marked with the project number, location of airport, and name and business address of the bidder on the outside. When sent by mail, preferably registered, the sealed proposal, marked as indicated above, should be enclosed in an additional envelope. No proposal will be considered unless received at the place specified in the advertisement or as modified by Addendum before the time specified for opening all bids. Proposals received after the bid opening time shall be returned to the bidder unopened.

20-12 Withdrawal or revision of proposals. A bidder may withdraw or revise (by withdrawal of one proposal and submission of another) a proposal provided that the bidder's request for withdrawal is received by the Owner in writing or by fax before the time specified for opening bids. Revised proposals must be received at the place specified in the advertisement before the time specified for opening all bids.

20-13 Public opening of proposals. Proposals shall be opened, and read, publicly at the time and place specified in the advertisement. Bidders, their authorized agents, and other interested persons are invited to attend. Proposals that have been withdrawn (by written or telegraphic request) or received after the time specified for opening bids shall be returned to the bidder unopened.

20-14 Disqualification of bidders. A bidder shall be considered disqualified for any of the following reasons:

a. Submitting more than one proposal from the same partnership, firm, or corporation under the same or different name.

b. Evidence of collusion among bidders. Bidders participating in such collusion shall be disqualified as bidders for any future work of the Owner until any such participating bidder has been reinstated by the Owner as a qualified bidder.

c. If the bidder is considered to be in "default" for any reason specified in paragraph 20-04, *Issuance of Proposal Forms,* of this section.

20-15 Discrepancies and Omissions. A Bidder who discovers discrepancies or omissions with the project bid documents shall immediately notify the Owner's Engineer of the matter. A bidder that has doubt as to the true meaning of a project requirement may submit to the Owner's Engineer a written request for interpretation no later than 10 days prior to bid opening.

Any interpretation of the project bid documents by the Owner's Engineer will be by written addendum issued by the Owner. The Owner will not consider any instructions, clarifications or interpretations of the bidding documents in any manner other than written addendum.

END OF SECTION 20

Section 30 Award and Execution of Contract

30-01 Consideration of proposals. After the proposals are publicly opened and read, they will be compared on the basis of the summation of the products obtained by multiplying the estimated quantities shown in the proposal by the unit bid prices. If a bidder's proposal contains a discrepancy between unit bid prices written in words and unit bid prices written in numbers, the unit bid price written in words shall govern.

Until the award of a contract is made, the Owner reserves the right to reject a bidder's proposal for any of the following reasons:

a. If the proposal is irregular as specified in Section 20, paragraph 20-09, *Irregular Proposals*.

b. If the bidder is disqualified for any of the reasons specified Section 20, paragraph 20-14, *Disqualification of Bidders*.

In addition, until the award of a contract is made, the Owner reserves the right to reject any or all proposals, waive technicalities, if such waiver is in the best interest of the Owner and is in conformance with applicable state and local laws or regulations pertaining to the letting of construction contracts; advertise for new proposals; or proceed with the work otherwise. All such actions shall promote the Owner's best interests.

30-02 Award of contract. The award of a contract, if it is to be awarded, shall be made within **60** calendar days of the date specified for publicly opening proposals, unless otherwise specified herein.

If the Owner elects to proceed with an award of contract, the Owner will make award to the responsible bidder whose bid, conforming with all the material terms and conditions of the bid documents, is the lowest in price. No award shall be made until the FAA has concurred in the Owner's recommendation to make such award in accordance with 2 CFR 200.324.

30-03 Cancellation of award. The Owner reserves the right to cancel the award without liability to the bidder, except return of proposal guaranty, at any time before a contract has been fully executed by all parties and is approved by the Owner in accordance with paragraph 30-07 *Approval of Contract*.

30-04 Return of proposal guaranty. All proposal guaranties, except those of the two lowest bidders, will be returned immediately after the Owner has made a comparison of bids as specified in the paragraph 30-01, *Consideration of Proposals.* Proposal guaranties of the two lowest bidders will be retained by the Owner until such time as an award is made, at which time, the unsuccessful bidder's proposal guaranty will be returned. The successful bidder's proposal guaranty will be returned as soon as the Owner receives the contract bonds as specified in paragraph 30-05, *Requirements of Contract Bonds.*

30-05 Requirements of contract bonds. At the time of the execution of the contract, the successful bidder shall furnish the Owner a surety bond or bonds that have been fully executed by the bidder and the surety guaranteeing the performance of the work and the payment of all legal debts that may be incurred by reason of the Contractor's performance of the work. The surety and the form of the bond or bonds shall be acceptable to the Owner. Unless otherwise

specified in this subsection, the surety bond or bonds shall be in a sum equal to the full amount of the contract.

30-06 Execution of contract. The successful bidder shall sign (execute) the necessary agreements for entering into the contract and return the signed contract to the Owner, along with the fully executed surety bond or bonds specified in paragraph 30-05, *Requirements of Contract Bonds,* of this section, within 15 calendar days from the date mailed or otherwise delivered to the successful bidder.

30-07 Approval of contract. Upon receipt of the contract and contract bond or bonds that have been executed by the successful bidder, the Owner shall complete the execution of the contract in accordance with local laws or ordinances, and return the fully executed contract to the Contractor. Delivery of the fully executed contract to the Contractor shall constitute the Owner's approval to be bound by the successful bidder's proposal and the terms of the contract.

30-08 Failure to execute contract. Failure of the successful bidder to execute the contract and furnish an acceptable surety bond or bonds within the period specified in paragraph 30-06, *Execution of Contract,* of this section shall be just cause for cancellation of the award and forfeiture of the proposal guaranty, not as a penalty, but as liquidated damages to the Owner.

END OF SECTION 30

Section 40 Scope of Work

40-01 Intent of contract. The intent of the contract is to provide for construction and completion, in every detail, of the work described. It is further intended that the Contractor shall furnish all labor, materials, equipment, tools, transportation, and supplies required to complete the work in accordance with the plans, specifications, and terms of the contract.

40-02 Alteration of work and quantities. The Owner reserves the right to make such changes in quantities and work as may be necessary or desirable to complete, in a satisfactory manner, the original intended work. Unless otherwise specified in the Contract, the Owner's Engineer or RPR shall be and is hereby authorized to make, in writing, such in-scope alterations in the work and variation of quantities as may be necessary to complete the work, provided such action does not represent a significant change in the character of the work.

For purpose of this section, a significant change in character of work means: any change that is outside the current contract scope of work; any change (increase or decrease) in the total contract cost by more than 25%; or any change in the total cost of a major contract item by more than 25%.

Work alterations and quantity variances that do not meet the definition of significant change in character of work shall not invalidate the contract nor release the surety. Contractor agrees to accept payment for such work alterations and quantity variances in accordance with Section 90, paragraph 90-03, *Compensation for Altered Quantities*.

Should the value of altered work or quantity variance meet the criteria for significant change in character of work, such altered work and quantity variance shall be covered by a supplemental agreement. Supplemental agreements shall also require consent of the Contractor's surety and separate performance and payment bonds. If the Owner and the Contractor are unable to agree on a unit adjustment for any contract item that requires a supplemental agreement, the Owner reserves the right to terminate the contract with respect to the item and make other arrangements for its completion.

40-03 Omitted items. The Owner, the Owner's Engineer or the RPR may provide written notice to the Contractor to omit from the work any contract item that does not meet the definition of major contract item. Major contract items may be omitted by a supplemental agreement. Such omission of contract items shall not invalidate any other contract provision or requirement.

Should a contract item be omitted or otherwise ordered to be non-performed, the Contractor shall be paid for all work performed toward completion of such item prior to the date of the order to omit such item. Payment for work performed shall be in accordance with Section 90, paragraph 90-04, *Payment for Omitted Items*.

40-04 Extra work. Should acceptable completion of the contract require the Contractor to perform an item of work not provided for in the awarded contract as previously modified by change order or supplemental agreement, Owner may issue a Change Order to cover the necessary extra work. Change orders for extra work shall contain agreed unit prices for performing the change order work in accordance with the requirements specified in the order,

and shall contain any adjustment to the contract time that, in the RPR's opinion, is necessary for completion of the extra work.

When determined by the RPR to be in the Owner's best interest, the RPR may order the Contractor to proceed with extra work as provided in Section 90, paragraph 90-05, *Payment for Extra Work*. Extra work that is necessary for acceptable completion of the project, but is not within the general scope of the work covered by the original contract shall be covered by a supplemental agreement as defined in Section 10, paragraph 10-59, *Supplemental Agreement*.

If extra work is essential to maintaining the project critical path, RPR may order the Contractor to commence the extra work under a Time and Material contract method. Once sufficient detail is available to establish the level of effort necessary for the extra work, the Owner shall initiate a change order or supplemental agreement to cover the extra work.

Any claim for payment of extra work that is not covered by written agreement (change order or supplemental agreement) shall be rejected by the Owner.

40-05 Maintenance of traffic. It is the explicit intention of the contract that the safety of aircraft, as well as the Contractor's equipment and personnel, is the most important consideration. The Contractor shall maintain traffic in the manner detailed in the Construction Safety and Phasing Plan (CSPP).

a. It is understood and agreed that the Contractor shall provide for the free and unobstructed movement of aircraft in the air operations areas (AOAs) of the airport with respect to their own operations and the operations of all subcontractors as specified in Section 80, paragraph 80-04, *Limitation of Operations*. It is further understood and agreed that the Contractor shall provide for the uninterrupted operation of visual and electronic signals (including power supplies thereto) used in the guidance of aircraft while operating to, from, and upon the airport as specified in Section 70, paragraph 70-15, *Contractor's Responsibility for Utility Service and Facilities of Others*.

b. With respect to their own operations and the operations of all subcontractors, the Contractor shall provide marking, lighting, and other acceptable means of identifying personnel, equipment, vehicles, storage areas, and any work area or condition that may be hazardous to the operation of aircraft, fire-rescue equipment, or maintenance vehicles at the airport in accordance with the construction safety and phasing plan (CSPP) and the safety plan compliance document (SPCD).

c. When the contract requires the maintenance of an existing road, street, or highway during the Contractor's performance of work that is otherwise provided for in the contract, plans, and specifications, the Contractor shall keep the road, street, or highway open to all traffic and shall provide maintenance as may be required to accommodate traffic. The Contractor, at their expense, shall be responsible for the repair to equal or better than preconstruction conditions of any damage caused by the Contractor's equipment and personnel. The Contractor shall furnish, erect, and maintain barricades, warning signs, flag person, and other traffic control devices in reasonable conformity with the Manual on Uniform Traffic Control Devices (MUTCD) (http://mutcd.fhwa.dot.gov/), unless otherwise specified. The Contractor shall also construct and maintain in a safe condition any temporary connections necessary for ingress to and egress from abutting property or intersecting roads, streets or highways. Unless otherwise specified herein, the Contractor will not be required to furnish snow removal for such existing road, street, or highway.

40-06 Removal of existing structures. All existing structures encountered within the established lines, grades, or grading sections shall be removed by the Contractor, unless such existing structures are otherwise specified to be relocated, adjusted up or down, salvaged, abandoned in place, reused in the work or to remain in place. The cost of removing such existing structures shall not be measured or paid for directly, but shall be included in the various contract items.

Should the Contractor encounter an existing structure (above or below ground) in the work for which the disposition is not indicated on the plans, the Resident Project Representative (RPR) shall be notified prior to disturbing such structure. The disposition of existing structures so encountered shall be immediately determined by the RPR in accordance with the provisions of the contract.

Except as provided in Section 40, paragraph 40-07, *Rights in and Use of Materials Found in the Work*, it is intended that all existing materials or structures that may be encountered (within the lines, grades, or grading sections established for completion of the work) shall be used in the work as otherwise provided for in the contract and shall remain the property of the Owner when so used in the work.

40-07 Rights in and use of materials found in the work. Should the Contractor encounter any material such as (but not restricted to) sand, stone, gravel, slag, or concrete slabs within the established lines, grades, or grading sections, the use of which is intended by the terms of the contract to be embankment, the Contractor may at their own option either:

a. Use such material in another contract item, providing such use is approved by the RPR and is in conformance with the contract specifications applicable to such use; or,

b. Remove such material from the site, upon written approval of the RPR; or

c. Use such material for the Contractor's own temporary construction on site; or,

d. Use such material as intended by the terms of the contract.

Should the Contractor wish to exercise option a., b., or c., the Contractor shall request the RPR's approval in advance of such use.

Should the RPR approve the Contractor's request to exercise option a., b., or c., the Contractor shall be paid for the excavation or removal of such material at the applicable contract price. The Contractor shall replace, at their expense, such removed or excavated material with an agreed equal volume of material that is acceptable for use in constructing embankment, backfills, or otherwise to the extent that such replacement material is needed to complete the contract work. The Contractor shall not be charged for use of such material used in the work or removed from the site.

Should the RPR approve the Contractor's exercise of option a., the Contractor shall be paid, at the applicable contract price, for furnishing and installing such material in accordance with requirements of the contract item in which the material is used.

It is understood and agreed that the Contractor shall make no claim for delays by reason of their own exercise of option a., b., or c.

The Contractor shall not excavate, remove, or otherwise disturb any material, structure, or part of a structure which is located outside the lines, grades, or grading sections established for the work, except where such excavation or removal is provided for in the contract, plans, or specifications.

40-08 Final cleanup. Upon completion of the work and before acceptance and final payment will be made, the Contractor shall remove from the site all machinery, equipment, surplus and discarded materials, rubbish, temporary structures, and stumps or portions of trees. The Contractor shall cut all brush and woods within the limits indicated and shall leave the site in a neat and presentable condition. Material cleared from the site and deposited on adjacent property will not be considered as having been disposed of satisfactorily, unless the Contractor has obtained the written permission of the property Owner.

END OF SECTION 40

Section 50 Control of Work

50-01 Authority of the Resident Project Representative (RPR). The RPR has final authority regarding the interpretation of project specification requirements. The RPR shall determine acceptability of the quality of materials furnished, method of performance of work performed, and the manner and rate of performance of the work. The RPR does not have the authority to accept work that does not conform to specification requirements.

50-02 Conformity with plans and specifications. All work and all materials furnished shall be in reasonably close conformity with the lines, grades, grading sections, cross-sections, dimensions, material requirements, and testing requirements that are specified (including specified tolerances) in the contract, plans, or specifications.

If the RPR finds the materials furnished, work performed, or the finished product not within reasonably close conformity with the plans and specifications, but that the portion of the work affected will, in their opinion, result in a finished product having a level of safety, economy, durability, and workmanship acceptable to the Owner, the RPR will advise the Owner of their determination that the affected work be accepted and remain in place. The RPR will document the determination and recommend to the Owner a basis of acceptance that will provide for an adjustment in the contract price for the affected portion of the work. Changes in the contract price must be covered by contract change order or supplemental agreement as applicable.

If the RPR finds the materials furnished, work performed, or the finished product are not in reasonably close conformity with the plans and specifications and have resulted in an unacceptable finished product, the affected work or materials shall be removed and replaced or otherwise corrected by and at the expense of the Contractor in accordance with the RPR's written orders.

The term "reasonably close conformity" shall not be construed as waiving the Contractor's responsibility to complete the work in accordance with the contract, plans, and specifications. The term shall not be construed as waiving the RPR's responsibility to insist on strict compliance with the requirements of the contract, plans, and specifications during the Contractor's execution of the work, when, in the RPR's opinion, such compliance is essential to provide an acceptable finished portion of the work.

The term "reasonably close conformity" is also intended to provide the RPR with the authority, after consultation with the Sponsor and FAA, to use sound engineering judgment in their determinations to accept work that is not in strict conformity, but will provide a finished product equal to or better than that required by the requirements of the contract, plans and specifications.

The RPR will not be responsible for the Contractor's means, methods, techniques, sequences, or procedures of construction or the safety precautions incident thereto.

50-03 Coordination of contract, plans, and specifications. The contract, plans, specifications, and all referenced standards cited are essential parts of the contract requirements. If electronic files are provided and used on the project and there is a conflict between the electronic files and hard copy plans, the hard copy plans shall govern. A requirement occurring in one is as binding as though occurring in all. They are intended to be

complementary and to describe and provide for a complete work. In case of discrepancy, calculated dimensions will govern over scaled dimensions; contract technical specifications shall govern over contract general provisions, plans, cited standards for materials or testing, and cited advisory circulars (ACs); contract general provisions shall govern over plans, cited standards for materials or testing, and cited ACs; plans shall govern over cited standards for materials or testing and cited ACs. If any paragraphs contained in the Special Provisions conflict with General Provisions or Technical Specifications, the Special Provisions shall govern.

From time to time, discrepancies within cited testing standards occur due to the timing of the change, edits, and/or replacement of the standards. If the Contractor discovers any apparent discrepancy within standard test methods, the Contractor shall immediately ask the RPR for an interpretation and decision, and such decision shall be final.

The Contractor shall not take advantage of any apparent error or omission on the plans or specifications. In the event the Contractor discovers any apparent error or discrepancy, Contractor shall immediately notify the Owner or the designated representative in writing requesting their written interpretation and decision.

50-04 List of Special Provisions. See Section 1.10 for Special Provisions

50-05 Cooperation of Contractor. The Contractor shall be supplied with five hard copies or an electronic PDF of the plans and specifications. The Contractor shall have available on the construction site at all times one hardcopy each of the plans and specifications. Additional hard copies of plans and specifications may be obtained by the Contractor for the cost of reproduction.

The Contractor shall give constant attention to the work to facilitate the progress thereof, and shall cooperate with the RPR and their inspectors and with other Contractors in every way possible. The Contractor shall have a competent superintendent on the work at all times who is fully authorized as their agent on the work. The superintendent shall be capable of reading and thoroughly understanding the plans and specifications and shall receive and fulfill instructions from the RPR or their authorized representative.

50-06 Cooperation between Contractors. The Owner reserves the right to contract for and perform other or additional work on or near the work covered by this contract.

When separate contracts are let within the limits of any one project, each Contractor shall conduct the work not to interfere with or hinder the progress of completion of the work being performed by other Contractors. Contractors working on the same project shall cooperate with each other as directed.

Each Contractor involved shall assume all liability, financial or otherwise, in connection with their own contract and shall protect and hold harmless the Owner from any and all damages or claims that may arise because of inconvenience, delays, or loss experienced because of the presence and operations of other Contractors working within the limits of the same project.

The Contractor shall arrange their work and shall place and dispose of the materials being used to not interfere with the operations of the other Contractors within the limits of the same project. The Contractor shall join their work with that of the others in an acceptable manner and shall perform it in proper sequence to that of the others.

50-07 Construction layout and stakes. The Engineer/RPR shall establish necessary horizontal and vertical control. The establishment of Survey Control and/or reestablishment of survey control shall be by a State Licensed Land Surveyor. Contractor is responsible for preserving integrity of horizontal and vertical controls established by Engineer/RPR. In case of

negligence on the part of the Contractor or their employees, resulting in the destruction of any horizontal and vertical control, the resulting costs will be deducted as a liquidated damage against the Contractor.

Prior to the start of construction, the Contractor will check all control points for horizontal and vertical accuracy and certify in writing to the RPR that the Contractor concurs with survey control established for the project. All lines, grades and measurements from control points necessary for the proper execution and control of the work on this project will be provided to the RPR. The Contractor is responsible to establish all layout required for the construction of the project.

Copies of survey notes will be provided to the RPR for each area of construction and for each placement of material as specified to allow the RPR to make periodic checks for conformance with plan grades, alignments and grade tolerances required by the applicable material specifications. Surveys will be provided to the RPR prior to commencing work items that cover or disturb the survey staking. Survey(s) and notes shall be provided in the following format(s): hard copy.

Laser, GPS, String line, or other automatic control shall be checked with temporary control as necessary. In the case of error, on the part of the Contractor, their surveyor, employees or subcontractors, resulting in established grades, alignment or grade tolerances that do not concur with those specified or shown on the plans, the Contractor is solely responsible for correction, removal, replacement and all associated costs at no additional cost to the Owner.

No direct payment will be made, unless otherwise specified in contract documents, for this labor, materials, or other expenses. The cost shall be included in the price of the bid for the various items of the Contract.

50-08 Authority and duties of Quality Assurance (QA) inspectors. QA inspectors shall be authorized to inspect all work done and all material furnished. Such QA inspection may extend to all or any part of the work and to the preparation, fabrication, or manufacture of the materials to be used. QA inspectors are not authorized to revoke, alter, or waive any provision of the contract. QA inspectors are not authorized to issue instructions contrary to the plans and specifications or to act as foreman for the Contractor.

QA Inspectors are authorized to notify the Contractor or their representatives of any failure of the work or materials to conform to the requirements of the contract, plans, or specifications and to reject such nonconforming materials in question until such issues can be referred to the RPR for a decision.

50-09 Inspection of the work. All materials and each part or detail of the work shall be subject to inspection. The RPR shall be allowed access to all parts of the work and shall be furnished with such information and assistance by the Contractor as is required to make a complete and detailed inspection.

If the RPR requests it, the Contractor, at any time before acceptance of the work, shall remove or uncover such portions of the finished work as may be directed. After examination, the Contractor shall restore said portions of the work to the standard required by the specifications. Should the work thus exposed or examined prove acceptable, the uncovering, or removing, and the replacing of the covering or making good of the parts removed will be paid for as extra work; but should the work so exposed or examined prove unacceptable, the uncovering, or removing, and the replacing of the covering or making good of the parts removed will be at the Contractor’s expense.

Provide advance written notice to the RPR of work the Contractor plans to perform each week and each day. Any work done or materials used without written notice and allowing opportunity for inspection by the RPR may be ordered removed and replaced at the Contractor's expense.

Should the contract work include relocation, adjustment, or any other modification to existing facilities, not the property of the (contract) Owner, authorized representatives of the Owners of such facilities shall have the right to inspect such work. Such inspection shall in no sense make any facility owner a party to the contract, and shall in no way interfere with the rights of the parties to this contract.

50-10 Removal of unacceptable and unauthorized work. All work that does not conform to the requirements of the contract, plans, and specifications will be considered unacceptable, unless otherwise determined acceptable by the RPR as provided in paragraph 50-02, *Conformity with Plans and Specifications*.

Unacceptable work, whether the result of poor workmanship, use of defective materials, damage through carelessness, or any other cause found to exist prior to the final acceptance of the work, shall be removed immediately and replaced in an acceptable manner in accordance with the provisions of Section 70, paragraph 70-14, *Contractor's Responsibility for Work*.

No removal work made under provision of this paragraph shall be done without lines and grades having been established by the RPR. Work done contrary to the instructions of the RPR, work done beyond the lines shown on the plans or as established by the RPR, except as herein specified, or any extra work done without authority, will be considered as unauthorized and will not be paid for under the provisions of the contract. Work so done may be ordered removed or replaced at the Contractor's expense.

Upon failure on the part of the Contractor to comply with any order of the RPR made under the provisions of this subsection, the RPR will have authority to cause unacceptable work to be remedied or removed and replaced; and unauthorized work to be removed and recover the resulting costs as a liquidated damage against the Contractor.

50-11 Load restrictions. The Contractor shall comply with all legal load restrictions in the hauling of materials on public roads beyond the limits of the work. A special permit will not relieve the Contractor of liability for damage that may result from the moving of material or equipment.

The operation of equipment of such weight or so loaded as to cause damage to structures or to any other type of construction will not be permitted. Hauling of materials over the base course or surface course under construction shall be limited as directed. No loads will be permitted on a concrete pavement, base, or structure before the expiration of the curing period. The Contractor, at their own expense, shall be responsible for the repair to equal or better than preconstruction conditions of any damage caused by the Contractor's equipment and personnel.

50-12 Maintenance during construction. The Contractor shall maintain the work during construction and until the work is accepted. Maintenance shall constitute continuous and effective work prosecuted day by day, with adequate equipment and forces so that the work is maintained in satisfactory condition at all times.

In the case of a contract for the placing of a course upon a course or subgrade previously constructed, the Contractor shall maintain the previous course or subgrade during all construction operations.

All costs of maintenance work during construction and before the project is accepted shall be included in the unit prices bid on the various contract items, and the Contractor will not be paid an additional amount for such work.

50-13 Failure to maintain the work. Should the Contractor at any time fail to maintain the work as provided in paragraph 50-12, *Maintenance during Construction*, the RPR shall immediately notify the Contractor of such noncompliance. Such notification shall specify a reasonable time within which the Contractor shall be required to remedy such unsatisfactory maintenance condition. The time specified will give due consideration to the exigency that exists.

Should the Contractor fail to respond to the RPR's notification, the Owner may suspend any work necessary for the Owner to correct such unsatisfactory maintenance condition, depending on the exigency that exists. Any maintenance cost incurred by the Owner, shall be recovered as a liquidated damage against the Contractor.

50-14 Partial acceptance. If at any time during the execution of the project the Contractor substantially completes a usable unit or portion of the work, the occupancy of which will benefit the Owner, the Contractor may request the RPR to make final inspection of that unit. If the RPR finds upon inspection that the unit has been satisfactorily completed in compliance with the contract, the RPR may accept it as being complete, and the Contractor may be relieved of further responsibility for that unit. Such partial acceptance and beneficial occupancy by the Owner shall not void or alter any provision of the contract.

50-15 Final acceptance. Upon due notice from the Contractor of presumptive completion of the entire project, the RPR and Owner will make an inspection. If all construction provided for and contemplated by the contract is found to be complete in accordance with the contract, plans, and specifications, such inspection shall constitute the final inspection. The RPR shall notify the Contractor in writing of final acceptance as of the date of the final inspection.

If, however, the inspection discloses any work, in whole or in part, as being unsatisfactory, the RPR will notify the Contractor and the Contractor shall correct the unsatisfactory work. Upon correction of the work, another inspection will be made which shall constitute the final inspection, provided the work has been satisfactorily completed. In such event, the RPR will make the final acceptance and notify the Contractor in writing of this acceptance as of the date of final inspection.

50-16 Claims for adjustment and disputes. If for any reason the Contractor deems that additional compensation is due for work or materials not clearly provided for in the contract, plans, or specifications or previously authorized as extra work, the Contractor shall notify the RPR in writing of their intention to claim such additional compensation before the Contractor begins the work on which the Contractor bases the claim. If such notification is not given or the RPR is not afforded proper opportunity by the Contractor for keeping strict account of actual cost as required, then the Contractor hereby agrees to waive any claim for such additional compensation. Such notice by the Contractor and the fact that the RPR has kept account of the cost of the work shall not in any way be construed as proving or substantiating the validity of the claim. When the work on which the claim for additional compensation is based has been completed, the Contractor shall, within 10 calendar days, submit a written claim to the RPR who will present it to the Owner for consideration in accordance with local laws or ordinances.

Nothing in this subsection shall be construed as a waiver of the Contractor's right to dispute final payment based on differences in measurements or computations.

50-17 Value Engineering Cost Proposal. Not used.

END OF SECTION 50

Section 60 Control of Materials

60-01 Source of supply and quality requirements. The materials used in the work shall conform to the requirements of the contract, plans, and specifications. Unless otherwise specified, such materials that are manufactured or processed shall be new (as compared to used or reprocessed).

In order to expedite the inspection and testing of materials, the Contractor shall furnish documentation to the RPR as to the origin, composition, and manufacture of all materials to be used in the work. Documentation shall be furnished promptly after execution of the contract but, in all cases, prior to delivery of such materials.

At the RPR's option, materials may be approved at the source of supply before delivery. If it is found after trial that sources of supply for previously approved materials do not produce specified products, the Contractor shall furnish materials from other sources.

The Contractor shall furnish airport lighting equipment that meets the requirements of the specifications; and is listed in AC 150/5345-53, *Airport Lighting Equipment Certification Program* and *Addendum*, that is in effect on the date of advertisement.

60-02 Samples, tests, and cited specifications. All materials used in the work shall be inspected, tested, and approved by the RPR before incorporation in the work unless otherwise designated. Any work in which untested materials are used without approval or written permission of the RPR shall be performed at the Contractor's risk. Materials found to be unacceptable and unauthorized will not be paid for and, if directed by the RPR, shall be removed at the Contractor's expense.

Unless otherwise designated, quality assurance tests will be made by and at the expense of the Owner in accordance with the cited standard methods of ASTM, American Association of State Highway and Transportation Officials (AASHTO), federal specifications, Commercial Item Descriptions, and all other cited methods, which are current on the date of advertisement for bids.

The testing organizations performing on-site quality assurance field tests shall have copies of all referenced standards on the construction site for use by all technicians and other personnel. Unless otherwise designated, samples for quality assurance will be taken by a qualified representative of the RPR. All materials being used are subject to inspection, test, or rejection at any time prior to or during incorporation into the work. Copies of all tests will be furnished to the Contractor's representative at their request after review and approval of the RPR.

A copy of all Contractor QC test data shall be provided to the RPR daily, along with printed reports, in an approved format, on a weekly basis. After completion of the project, and prior to final payment, the Contractor shall submit a final report to the RPR showing all test data reports, plus an analysis of all results showing ranges, averages, and corrective action taken on all failing tests.

The Contractor shall employ a Quality Control (QC) testing organization to perform all Contractor required QC tests in accordance with Item C-100 Contractor Quality Control Program (CQCP).

60-03 Certification of compliance/analysis (COC/COA). The RPR may permit the use, prior to sampling and testing, of certain materials or assemblies when accompanied by manufacturer's COC stating that such materials or assemblies fully comply with the requirements of the contract. The certificate shall be signed by the manufacturer. Each lot of such materials or assemblies delivered to the work must be accompanied by a certificate of compliance in which the lot is clearly identified. The COA is the manufacturer's COC and includes all applicable test results.

Materials or assemblies used on the basis of certificates of compliance may be sampled and tested at any time and if found not to be in conformity with contract requirements will be subject to rejection whether in place or not.

The form and distribution of certificates of compliance shall be as approved by the RPR.

When a material or assembly is specified by "brand name or equal" and the Contractor elects to furnish the specified "or equal," the Contractor shall be required to furnish the manufacturer's certificate of compliance for each lot of such material or assembly delivered to the work. Such certificate of compliance shall clearly identify each lot delivered and shall certify as to:

a. Conformance to the specified performance, testing, quality or dimensional requirements; and,

b. Suitability of the material or assembly for the use intended in the contract work.

The RPR shall be the sole judge as to whether the proposed "or equal" is suitable for use in the work.

The RPR reserves the right to refuse permission for use of materials or assemblies on the basis of certificates of compliance.

60-04 Plant inspection. The RPR or their authorized representative may inspect, at its source, any specified material or assembly to be used in the work. Manufacturing plants may be inspected from time to time for the purpose of determining compliance with specified manufacturing methods or materials to be used in the work and to obtain samples required for acceptance of the material or assembly.

Should the RPR conduct plant inspections, the following conditions shall exist:

a. The RPR shall have the cooperation and assistance of the Contractor and the producer with whom the Contractor has contracted for materials.

b. The RPR shall have full entry at all reasonable times to such parts of the plant that concern the manufacture or production of the materials being furnished.

c. If required by the RPR, the Contractor shall arrange for adequate office or working space that may be reasonably needed for conducting plant inspections. Place office or working space in a convenient location with respect to the plant.

It is understood and agreed that the Owner shall have the right to retest any material that has been tested and approved at the source of supply after it has been delivered to the site. The RPR shall have the right to reject only material which, when retested, does not meet the requirements of the contract, plans, or specifications.

60-05 Engineer/ Resident Project Representative (RPR) field office. An Engineer/RPR field office is not required.

60-06 Storage of materials. Materials shall be stored to assure the preservation of their quality and fitness for the work. Stored materials, even though approved before storage, may again be

inspected prior to their use in the work. Stored materials shall be located to facilitate their prompt inspection. The Contractor shall coordinate the storage of all materials with the RPR. Materials to be stored on airport property shall not create an obstruction to air navigation nor shall they interfere with the free and unobstructed movement of aircraft. Unless otherwise shown on the plans and/or CSPP, the storage of materials and the location of the Contractor's plant and parked equipment or vehicles shall be as directed by the RPR. Private property shall not be used for storage purposes without written permission of the Owner or lessee of such property. The Contractor shall make all arrangements and bear all expenses for the storage of materials on private property. Upon request, the Contractor shall furnish the RPR a copy of the property Owner's permission.

All storage sites on private or airport property shall be restored to their original condition by the Contractor at their expense, except as otherwise agreed to (in writing) by the Owner or lessee of the property.

60-07 Unacceptable materials. Any material or assembly that does not conform to the requirements of the contract, plans, or specifications shall be considered unacceptable and shall be rejected. The Contractor shall remove any rejected material or assembly from the site of the work, unless otherwise instructed by the RPR.

Rejected material or assembly, the defects of which have been corrected by the Contractor, shall not be returned to the site of the work until such time as the RPR has approved its use in the work.

60-08 Owner furnished materials. The Contractor shall furnish all materials required to complete the work, except those specified, if any, to be furnished by the Owner. Owner-furnished materials shall be made available to the Contractor at the location specified.

All costs of handling, transportation from the specified location to the site of work, storage, and installing Owner-furnished materials shall be included in the unit price bid for the contract item in which such Owner-furnished material is used.

After any Owner-furnished material has been delivered to the location specified, the Contractor shall be responsible for any demurrage, damage, loss, or other deficiencies that may occur during the Contractor's handling, storage, or use of such Owner-furnished material. The Owner will deduct from any monies due or to become due the Contractor any cost incurred by the Owner in making good such loss due to the Contractor's handling, storage, or use of Owner-furnished materials.

END OF SECTION 60

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Section 70 Legal Regulations and Responsibility to Public

70-01 Laws to be observed. The Contractor shall keep fully informed of all federal and state laws, all local laws, ordinances, and regulations and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any manner affect those engaged or employed on the work, or which in any way affect the conduct of the work. The Contractor shall at all times observe and comply with all such laws, ordinances, regulations, orders, and decrees; and shall protect and indemnify the Owner and all their officers, agents, or servants against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by the Contractor or the Contractor's employees.

70-02 Permits, licenses, and taxes. The Contractor shall procure all permits and licenses, pay all charges, fees, and taxes, and give all notices necessary and incidental to the due and lawful execution of the work.

70-03 Patented devices, materials, and processes. If the Contractor is required or desires to use any design, device, material, or process covered by letters of patent or copyright, the Contractor shall provide for such use by suitable legal agreement with the Patentee or Owner. The Contractor and the surety shall indemnify and hold harmless the Owner, any third party, or political subdivision from any and all claims for infringement by reason of the use of any such patented design, device, material or process, or any trademark or copyright, and shall indemnify the Owner for any costs, expenses, and damages which it may be obliged to pay by reason of an infringement, at any time during the execution or after the completion of the work.

70-04 Restoration of surfaces disturbed by others. The Owner reserves the right to authorize the construction, reconstruction, or maintenance of any public or private utility service, FAA or National Oceanic and Atmospheric Administration (NOAA) facility, or a utility service of another government agency at any time during the progress of the work. To the extent that such construction, reconstruction, or maintenance has been coordinated with the Owner, such authorized work (by others) must be shown on the plans and is indicated as follows: See Special Provisions, Section 19.01.

Except as listed above, the Contractor shall not permit any individual, firm, or corporation to excavate or otherwise disturb such utility services or facilities located within the limits of the work without the written permission of the RPR.

Should the Owner of public or private utility service, FAA, or NOAA facility, or a utility service of another government agency be authorized to construct, reconstruct, or maintain such utility service or facility during the progress of the work, the Contractor shall cooperate with such Owners by arranging and performing the work in this contract to facilitate such construction, reconstruction or maintenance by others whether or not such work by others is listed above. When ordered as extra work by the RPR, the Contractor shall make all necessary repairs to the work which are due to such authorized work by others, unless otherwise provided for in the contract, plans, or specifications. It is understood and agreed that the Contractor shall not be entitled to make any claim for damages due to such authorized work by others or for any delay to the work resulting from such authorized work.

70-05 Federal Participation. The United States Government has agreed to reimburse the Owner for some portion of the contract costs. The contract work is subject to the inspection and approval of duly authorized representatives of the FAA Administrator. No requirement of this contract shall be construed as making the United States a party to the contract nor will any such requirement interfere, in any way, with the rights of either party to the contract.

70-06 Sanitary, health, and safety provisions. The Contractor's worksite and facilities shall comply with applicable federal, state, and local requirements for health, safety and sanitary provisions.

70-07 Public convenience and safety. The Contractor shall control their operations and those of their subcontractors and all suppliers, to assure the least inconvenience to the traveling public. Under all circumstances, safety shall be the most important consideration.

The Contractor shall maintain the free and unobstructed movement of aircraft and vehicular traffic with respect to their own operations and those of their own subcontractors and all suppliers in accordance with Section 40, paragraph 40-05, *Maintenance of Traffic,* and shall limit such operations for the convenience and safety of the traveling public as specified in Section 80, paragraph 80-04, *Limitation of Operations*.

The Contractor shall remove or control debris and rubbish resulting from its work operations at frequent intervals, and upon the order of the RPR. If the RPR determines the existence of Contractor debris in the work site represents a hazard to airport operations and the Contractor is unable to respond in a prompt and reasonable manner, the RPR reserves the right to assign the task of debris removal to a third party and recover the resulting costs as a liquidated damage against the Contractor.

70-08 Construction Safety and Phasing Plan (CSPP). The Contractor shall complete the work in accordance with the approved Construction Safety and Phasing Plan (CSPP) developed in accordance with AC 150/5370-2, Operational Safety on Airports During Construction. The CSPP is shown on the G sheet(s) of the project plans, and described in the Special Provisions.

70-09 Use of explosives. The use of explosives is not permitted on this project.

70-10 Protection and restoration of property and landscape. The Contractor shall be responsible for the preservation of all public and private property, and shall protect carefully from disturbance or damage all land monuments and property markers until the Engineer/RPR has witnessed or otherwise referenced their location and shall not move them until directed.

The Contractor shall be responsible for all damage or injury to property of any character, during the execution of the work, resulting from any act, omission, neglect, or misconduct in manner or method of executing the work, or at any time due to defective work or materials, and said responsibility shall not be released until the project has been completed and accepted.

When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the work, or in consequence of the non-execution thereof by the Contractor, the Contractor shall restore, at their expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, or otherwise restoring as may be directed, or the Contractor shall make good such damage or injury in an acceptable manner.

70-11 Responsibility for damage claims. The Contractor shall indemnify and hold harmless the Engineer/RPR and the Owner and their officers, agents, and employees from all suits, actions, or claims, of any character, brought because of any injuries or damage received or sustained by any person, persons, or property on account of the operations of the Contractor; or

on account of or in consequence of any neglect in safeguarding the work; or through use of unacceptable materials in constructing the work; or because of any act or omission, neglect, or misconduct of said Contractor; or because of any claims or amounts recovered from any infringements of patent, trademark, or copyright; or from any claims or amounts arising or recovered under the “Workmen’s Compensation Act,” or any other law, ordinance, order, or decree. Money due the Contractor under and by virtue of their own contract considered necessary by the Owner for such purpose may be retained for the use of the Owner or, in case no money is due, their own surety may be held until such suits, actions, or claims for injuries or damages shall have been settled and suitable evidence to that effect furnished to the Owner, except that money due the Contractor will not be withheld when the Contractor produces satisfactory evidence that he or she is adequately protected by public liability and property damage insurance.

70-12 Third party beneficiary clause. It is specifically agreed between the parties executing the contract that it is not intended by any of the provisions of any part of the contract to create for the public or any member thereof, a third-party beneficiary or to authorize anyone not a party to the contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of the contract.

70-13 Opening sections of the work to traffic. If it is necessary for the Contractor to complete portions of the contract work for the beneficial occupancy of the Owner prior to completion of the entire contract, such “phasing” of the work must be specified below and indicated on the approved Construction Safety and Phasing Plan (CSPP) and the project plans. When so specified, the Contractor shall complete such portions of the work on or before the date specified or as otherwise specified. See Special Provisions, Section 19.02.

Upon completion of any portion of work listed above, such portion shall be accepted by the Owner in accordance with Section 50, paragraph 50-14, *Partial Acceptance*.

No portion of the work may be opened by the Contractor until directed by the Owner in writing. Should it become necessary to open a portion of the work to traffic on a temporary or intermittent basis, such openings shall be made when, in the opinion of the RPR, such portion of the work is in an acceptable condition to support the intended traffic. Temporary or intermittent openings are considered to be inherent in the work and shall not constitute either acceptance of the portion of the work so opened or a waiver of any provision of the contract. Any damage to the portion of the work so opened that is not attributable to traffic which is permitted by the Owner shall be repaired by the Contractor at their expense.

The Contractor shall make their own estimate of the inherent difficulties involved in completing the work under the conditions herein described and shall not claim any added compensation by reason of delay or increased cost due to opening a portion of the contract work.

The Contractor must conform to safety standards contained AC 150/5370-2 and the approved CSPP.

Contractor shall refer to the plans, specifications, and the approved CSPP to identify barricade requirements, temporary and/or permanent markings, airfield lighting, guidance signs and other safety requirements prior to opening up sections of work to traffic.

70-14 Contractor’s responsibility for work. Until the RPR’s final written acceptance of the entire completed work, excepting only those portions of the work accepted in accordance with Section 50, paragraph 50-14, *Partial Acceptance*, the Contractor shall have the charge and care thereof and shall take every precaution against injury or damage to any part due to the action of the elements or from any other cause, whether arising from the execution or from the non-

execution of the work. The Contractor shall rebuild, repair, restore, and make good all injuries or damages to any portion of the work occasioned by any of the above causes before final acceptance and shall bear the expense thereof except damage to the work due to unforeseeable causes beyond the control of and without the fault or negligence of the Contractor, including but not restricted to acts of God such as earthquake, tidal wave, tornado, hurricane or other cataclysmic phenomenon of nature, or acts of the public enemy or of government authorities.

If the work is suspended for any cause whatever, the Contractor shall be responsible for the work and shall take such precautions necessary to prevent damage to the work. The Contractor shall provide for normal drainage and shall erect necessary temporary structures, signs, or other facilities at their own expense. During such period of suspension of work, the Contractor shall properly and continuously maintain in an acceptable growing condition all living material in newly established planting, seeding, and sodding furnished under the contract, and shall take adequate precautions to protect new tree growth and other important vegetative growth against injury.

70-15 Contractor's responsibility for utility service and facilities of others. As provided in paragraph 70-04, *Restoration of Surfaces Disturbed by Others*, the Contractor shall cooperate with the owner of any public or private utility service, FAA or NOAA, or a utility service of another government agency that may be authorized by the Owner to construct, reconstruct or maintain such utility services or facilities during the progress of the work. In addition, the Contractor shall control their operations to prevent the unscheduled interruption of such utility services and facilities.

To the extent that such public or private utility services, FAA, or NOAA facilities, or utility services of another governmental agency are known to exist within the limits of the contract work, the approximate locations have been indicated on the plans and/or in the contract documents. See Special Provisions, Section 19.03.

It is understood and agreed that the Owner does not guarantee the accuracy or the completeness of the location information relating to existing utility services, facilities, or structures that may be shown on the plans or encountered in the work. Any inaccuracy or omission in such information shall not relieve the Contractor of the responsibility to protect such existing features from damage or unscheduled interruption of service.

It is further understood and agreed that the Contractor shall, upon execution of the contract, notify the Owners of all utility services or other facilities of their plan of operations. Such notification shall be in writing addressed to "The Person to Contact" as provided in this paragraph and paragraph 70-04, *Restoration of Surfaces Disturbed By Others*. A copy of each notification shall be given to the RPR.

In addition to the general written notification provided, it shall be the responsibility of the Contractor to keep such individual Owners advised of changes in their plan of operations that would affect such Owners.

Prior to beginning the work in the general vicinity of an existing utility service or facility, the Contractor shall again notify each such Owner of their plan of operation. If, in the Contractor's opinion, the Owner's assistance is needed to locate the utility service or facility or the presence of a representative of the Owner is desirable to observe the work, such advice should be included in the notification. Such notification shall be given by the most expeditious means to reach the utility owner's "Person to Contact" no later than two normal business days prior to the

Contractor's commencement of operations in such general vicinity. The Contractor shall furnish a written summary of the notification to the RPR.

The Contractor's failure to give the two days' notice shall be cause for the Owner to suspend the Contractor's operations in the general vicinity of a utility service or facility.

Where the outside limits of an underground utility service have been located and staked on the ground, the Contractor shall be required to use hand excavation methods within 3 feet (1 m) of such outside limits at such points as may be required to ensure protection from damage due to the Contractor's operations.

Should the Contractor damage or interrupt the operation of a utility service or facility by accident or otherwise, the Contractor shall immediately notify the proper authority and the RPR and shall take all reasonable measures to prevent further damage or interruption of service. The Contractor, in such events, shall cooperate with the utility service or facility owner and the RPR continuously until such damage has been repaired and service restored to the satisfaction of the utility or facility owner.

The Contractor shall bear all costs of damage and restoration of service to any utility service or facility due to their operations whether due to negligence or accident. The Owner reserves the right to deduct such costs from any monies due or which may become due the Contractor, or their own surety.

70-15.1 FAA facilities and cable runs. The Contractor is hereby advised that the construction limits of the project include existing facilities and buried cable runs that are owned, operated and maintained by the FAA. The Contractor, during the execution of the project work, shall comply with the following:

a. The Contractor shall permit FAA maintenance personnel the right of access to the project work site for purposes of inspecting and maintaining all existing FAA owned facilities.

b. The Contractor shall provide notice to the FAA Air Traffic Organization (ATO)/Technical Operations/System Support Center (SSC) Point-of-Contact through the airport Owner a minimum of seven (7) calendar days prior to commencement of construction activities in order to permit sufficient time to locate and mark existing buried cables and to schedule any required facility outages.

c. If execution of the project work requires a facility outage, the Contractor shall contact the FAA Point-of-Contact a minimum of 72 hours prior to the time of the required outage.

d. Any damage to FAA cables, access roads, or FAA facilities during construction caused by the Contractor's equipment or personnel whether by negligence or accident will require the Contractor to repair or replace the damaged cables, access road, or FAA facilities to FAA requirements. The Contractor shall not bear the cost to repair damage to underground facilities or utilities improperly located by the FAA.

e. If the project work requires the cutting or splicing of FAA owned cables, the FAA Point-of-Contact shall be contacted a minimum of 72 hours prior to the time the cable work commences. The FAA reserves the right to have a FAA representative on site to observe the splicing of the cables as a condition of acceptance. All cable splices are to be accomplished in accordance with FAA specifications and require approval by the FAA Point-of-Contact as a condition of acceptance by the Owner. The Contractor is hereby advised that FAA restricts the location of where splices may be installed. If a cable splice is required in a location that is not permitted by FAA, the Contractor shall furnish and install a sufficient length of new cable that eliminates the need for any splice.

70-16 Furnishing rights-of-way. The Owner will be responsible for furnishing all rights-of-way upon which the work is to be constructed in advance of the Contractor's operations.

70-17 Personal liability of public officials. In carrying out any of the contract provisions or in exercising any power or authority granted by this contract, there shall be no liability upon the Engineer, RPR, their authorized representatives, or any officials of the Owner either personally or as an official of the Owner. It is understood that in such matters they act solely as agents and representatives of the Owner.

70-18 No waiver of legal rights. Upon completion of the work, the Owner will expeditiously make final inspection and notify the Contractor of final acceptance. Such final acceptance, however, shall not preclude or stop the Owner from correcting any measurement, estimate, or certificate made before or after completion of the work, nor shall the Owner be precluded or stopped from recovering from the Contractor or their surety, or both, such overpayment as may be sustained, or by failure on the part of the Contractor to fulfill their obligations under the contract. A waiver on the part of the Owner of any breach of any part of the contract shall not be held to be a waiver of any other or subsequent breach.

The Contractor, without prejudice to the terms of the contract, shall be liable to the Owner for latent defects, fraud, or such gross mistakes as may amount to fraud, or as regards the Owner's rights under any warranty or guaranty.

70-19 Environmental protection. The Contractor shall comply with all federal, state, and local laws and regulations controlling pollution of the environment. The Contractor shall take necessary precautions to prevent pollution of streams, lakes, ponds, and reservoirs with fuels, oils, asphalts, chemicals, or other harmful materials and to prevent pollution of the atmosphere from particulate and gaseous matter.

70-20 Archaeological and historical findings. Unless otherwise specified in this subsection, the Contractor is advised that the site of the work is not within any property, district, or site, and does not contain any building, structure, or object listed in the current National Register of Historic Places published by the United States Department of Interior.

Should the Contractor encounter, during their operations, any building, part of a building, structure, or object that is incongruous with its surroundings, the Contractor shall immediately cease operations in that location and notify the RPR. The RPR will immediately investigate the Contractor's finding and the Owner will direct the Contractor to either resume operations or to suspend operations as directed.

Should the Owner order suspension of the Contractor's operations in order to protect an archaeological or historical finding, or order the Contractor to perform extra work, such shall be covered by an appropriate contract change order or supplemental agreement as provided in Section 40, paragraph 40-04, *Extra Work,* and Section 90, paragraph 90-05, *Payment for Extra Work*. If appropriate, the contract change order or supplemental agreement shall include an extension of contract time in accordance with Section 80, paragraph 80-07, *Determination and Extension of Contract Time*.

70-21 Insurance Requirements. See Special Provisions, Section 15.

END OF SECTION 70

Section 80 Execution and Progress

80-01 Subletting of contract. The Owner will not recognize any subcontractor on the work. The Contractor shall at all times when work is in progress be represented either in person, by a qualified superintendent, or by other designated, qualified representative who is duly authorized to receive and execute orders of the Resident Project Representative (RPR).

The Contractor shall perform, with his organization, an amount of work equal to at least the percent of the total contract cost as defined in Section 1.10 Special Provisions, Item 5.

Should the Contractor elect to assign their contract, said assignment shall be concurred in by the surety, shall be presented for the consideration and approval of the Owner, and shall be consummated only on the written approval of the Owner.

The Contractor shall provide copies of all subcontracts to the RPR 14 days prior to being utilized on the project. As a minimum, the information shall include the following:

- Subcontractor's legal company name.
- Subcontractor's legal company address, including County name.
- Principal contact person's name, telephone and fax number.
- Complete narrative description, and dollar value of the work to be performed by the subcontractor.
- Copies of required insurance certificates in accordance with the specifications.
- Minority/ non-minority status.

80-02 Notice to proceed (NTP). The Owners notice to proceed will state the date on which contract time commences. The Contractor is expected to commence project operations within 10 days of the NTP date. The Contractor shall notify the RPR at least 24 hours in advance of the time contract operations begins. The Contractor shall not commence any actual operations prior to the date on which the notice to proceed is issued by the Owner.

80-03 Execution and progress. Unless otherwise specified, the Contractor shall submit their coordinated construction schedule showing all work activities for the RPR's review and acceptance at least 10 days prior to the start of work. The Contractor's progress schedule, once accepted by the RPR, will represent the Contractor's baseline plan to accomplish the project in accordance with the terms and conditions of the Contract. The RPR will compare actual Contractor progress against the baseline schedule to determine that status of the Contractor's performance. The Contractor shall provide sufficient materials, equipment, and labor to guarantee the completion of the project in accordance with the plans and specifications within the time set forth in the proposal.

If the Contractor falls significantly behind the submitted schedule, the Contractor shall, upon the RPR's request, submit a revised schedule for completion of the work within the contract time and modify their operations to provide such additional materials, equipment, and labor necessary to meet the revised schedule. Should the execution of the work be discontinued for

any reason, the Contractor shall notify the RPR at least 24 hours in advance of resuming operations.

The Contractor shall not commence any actual construction prior to the date on which the NTP is issued by the Owner.

The project schedule shall be prepared as a network diagram in Critical Path Method (CPM), Program Evaluation and Review Technique (PERT), or other format, or as otherwise specified. It shall include information on the sequence of work activities, milestone dates, and activity duration. The schedule shall show all work items identified in the project proposal for each work area and shall include the project start date and end date.

The Contractor shall maintain the work schedule and provide an update and analysis of the progress schedule on a monthly basis, or as otherwise specified in the contract. Submission of the work schedule shall not relieve the Contractor of overall responsibility for scheduling, sequencing, and coordinating all work to comply with the requirements of the contract.

80-04 Limitation of operations. The Contractor shall control their operations and the operations of their subcontractors and all suppliers to provide for the free and unobstructed movement of aircraft in the air operations areas (AOA) of the airport.

When the work requires the Contractor to conduct their operations within an AOA of the airport, the work shall be coordinated with airport operations (through the RPR) at least 48 hours prior to commencement of such work. The Contractor shall not close an AOA until so authorized by the RPR and until the necessary temporary marking, signage and associated lighting is in place as provided in Section 70, paragraph 70-08, *Construction Safety and Phasing Plan (CSPP)*.

When the contract work requires the Contractor to work within an AOA of the airport on an intermittent basis (intermittent opening and closing of the AOA), the Contractor shall maintain constant communications as specified; immediately obey all instructions to vacate the AOA; and immediately obey all instructions to resume work in such AOA. Failure to maintain the specified communications or to obey instructions shall be cause for suspension of the Contractor's operations in the AOA until satisfactory conditions are provided. The areas of the AOA identified in the Construction Safety Phasing Plan (CSPP) and as listed below, cannot be closed to operating aircraft to permit the Contractor's operations on a continuous basis and will therefore be closed to aircraft operations intermittently as follows: See Section 1.10 Special Provisions, Section 30

The Contractor shall be required to conform to safety standards contained in AC 150/5370-2, Operational Safety on Airports During Construction and the approved CSPP (See Special Provisions).

80-04.1 Operational safety on airport during construction. All Contractors' operations shall be conducted in accordance with the approved project Construction Safety and Phasing Plan (CSPP) and the Safety Plan Compliance Document (SPCD) and the provisions set forth within the current version of AC 150/5370-2, Operational Safety on Airports During Construction. The CSPP included within the contract documents conveys minimum requirements for operational safety on the airport during construction activities. The Contractor shall prepare and submit a SPCD that details how it proposes to comply with the requirements presented within the CSPP.

The Contractor shall implement all necessary safety plan measures prior to commencement of any work activity. The Contractor shall conduct routine checks to assure compliance with the safety plan measures.

The Contractor is responsible to the Owner for the conduct of all subcontractors it employs on the project. The Contractor shall assure that all subcontractors are made aware of the requirements of the CSPP and SPCD and that they implement and maintain all necessary measures.

No deviation or modifications may be made to the approved CSPP and SPCD unless approved in writing by the Owner. The necessary coordination actions to review Contractor proposed modifications to an approved CSPP or approved SPCD can require a significant amount of time.

80-05 Character of workers, methods, and equipment. The Contractor shall, at all times, employ sufficient labor and equipment for prosecuting the work to full completion in the manner and time required by the contract, plans, and specifications.

All workers shall have sufficient skill and experience to perform properly the work assigned to them. Workers engaged in special work or skilled work shall have sufficient experience in such work and in the operation of the equipment required to perform the work satisfactorily.

Any person employed by the Contractor or by any subcontractor who violates any operational regulations or operational safety requirements and, in the opinion of the RPR, does not perform his work in a proper and skillful manner or is intemperate or disorderly shall, at the written request of the RPR, be removed immediately by the Contractor or subcontractor employing such person, and shall not be employed again in any portion of the work without approval of the RPR.

Should the Contractor fail to remove such person or persons, or fail to furnish suitable and sufficient personnel for the proper execution of the work, the RPR may suspend the work by written notice until compliance with such orders.

All equipment that is proposed to be used on the work shall be of sufficient size and in such mechanical condition as to meet requirements of the work and to produce a satisfactory quality of work. Equipment used on any portion of the work shall not cause injury to previously completed work, adjacent property, or existing airport facilities due to its use.

When the methods and equipment to be used by the Contractor in accomplishing the work are not prescribed in the contract, the Contractor is free to use any methods or equipment that will accomplish the work in conformity with the requirements of the contract, plans, and specifications.

When the contract specifies the use of certain methods and equipment, such methods and equipment shall be used unless otherwise authorized by the RPR. If the Contractor desires to use a method or type of equipment other than specified in the contract, the Contractor may request authority from the RPR to do so. The request shall be in writing and shall include a full description of the methods and equipment proposed and of the reasons for desiring to make the change. If approval is given, it will be on the condition that the Contractor will be fully responsible for producing work in conformity with contract requirements. If, after trial use of the substituted methods or equipment, the RPR determines that the work produced does not meet contract requirements, the Contractor shall discontinue the use of the substitute method or equipment and shall complete the remaining work with the specified methods and equipment. The Contractor shall remove any deficient work and replace it with work of specified quality, or take such other corrective action as the RPR may direct. No change will be made in basis of payment for the contract items involved nor in contract time as a result of authorizing a change in methods or equipment under this paragraph.

80-06 Temporary suspension of the work. The Owner shall have the authority to suspend the work wholly, or in part, for such period or periods the Owner may deem necessary, due to

unsuitable weather, or other conditions considered unfavorable for the execution of the work, or for such time necessary due to the failure on the part of the Contractor to carry out orders given or perform any or all provisions of the contract.

In the event that the Contractor is ordered by the Owner, in writing, to suspend work for some unforeseen cause not otherwise provided for in the contract and over which the Contractor has no control, the Contractor may be reimbursed for actual money expended on the work during the period of shutdown. No allowance will be made for anticipated profits. The period of shutdown shall be computed from the effective date of the written order to suspend work to the effective date of the written order to resume the work. Claims for such compensation shall be filed with the RPR within the time period stated in the RPR's order to resume work. The Contractor shall submit with their own claim information substantiating the amount shown on the claim. The RPR will forward the Contractor's claim to the Owner for consideration in accordance with local laws or ordinances. No provision of this article shall be construed as entitling the Contractor to compensation for delays due to inclement weather or for any other delay provided for in the contract, plans, or specifications.

If it becomes necessary to suspend work for an indefinite period, the Contractor shall store all materials in such manner that they will not become an obstruction nor become damaged in any way. The Contractor shall take every precaution to prevent damage or deterioration of the work performed and provide for normal drainage of the work. The Contractor shall erect temporary structures where necessary to provide for traffic on, to, or from the airport.

80-07 Determination and extension of contract time. The number of calendar days allowed for completion of the work shall be stated in the proposal and contract and shall be known as the Contract Time.

If the contract time requires extension for reasons beyond the Contractor's control, it shall be adjusted as follows:

80-07.1 Contract time based on calendar days. Contract Time based on calendar days shall consist of the number of calendar days stated in the contract counting from the effective date of the Notice to Proceed and including all Saturdays, Sundays, holidays, and non-work days. All calendar days elapsing between the effective dates of the Owner's orders to suspend and resume all work, due to causes not the fault of the Contractor, shall be excluded.

At the time of final payment, the contract time shall be increased in the same proportion as the cost of the actually completed quantities bears to the cost of the originally estimated quantities in the proposal. Such increase in the contract time shall not consider either cost of work or the extension of contract time that has been covered by a change order or supplemental agreement. Charges against the contract time will cease as of the date of final acceptance.

80-08 Failure to complete on time. For each calendar day or working day, as specified in the contract, that any work remains uncompleted after the contract time (including all extensions and adjustments as provided in paragraph 80-07, *Determination and Extension of Contract Time*) the sum specified in the contract and proposal as liquidated damages (LD) will be deducted from any money due or to become due the Contractor or their own surety. Such deducted sums shall not be deducted as a penalty but shall be considered as liquidation of a reasonable portion of damages including but not limited to additional engineering services that will be incurred by the Owner should the Contractor fail to complete the work in the time provided in their contract.

Liquidated damages and the maximum construction time allowed are defined in the Special Provisions.

Permitting the Contractor to continue and finish the work or any part of it after the time fixed for its completion, or after the date to which the time for completion may have been extended, will in no way operate as a wavier on the part of the Owner of any of its rights under the contract.

80-09 Default and termination of contract. The Contractor shall be considered in default of their contract and such default will be considered as cause for the Owner to terminate the contract for any of the following reasons, if the Contractor:

a. Fails to begin the work under the contract within the time specified in the Notice to Proceed, or

b. Fails to perform the work or fails to provide sufficient workers, equipment and/or materials to assure completion of work in accordance with the terms of the contract, or

c. Performs the work unsuitably or neglects or refuses to remove materials or to perform anew such work as may be rejected as unacceptable and unsuitable, or

d. Discontinues the execution of the work, or

e. Fails to resume work which has been discontinued within a reasonable time after notice to do so, or

f. Becomes insolvent or is declared bankrupt, or commits any act of bankruptcy or insolvency, or

g. Allows any final judgment to stand against the Contractor unsatisfied for a period of 10 days, or

h. Makes an assignment for the benefit of creditors, or

i. For any other cause whatsoever, fails to carry on the work in an acceptable manner.

Should the Owner consider the Contractor in default of the contract for any reason above, the Owner shall immediately give written notice to the Contractor and the Contractor's surety as to the reasons for considering the Contractor in default and the Owner's intentions to terminate the contract.

If the Contractor or surety, within a period of 10 days after such notice, does not proceed in accordance therewith, then the Owner will, upon written notification from the RPR of the facts of such delay, neglect, or default and the Contractor's failure to comply with such notice, have full power and authority without violating the contract, to take the execution of the work out of the hands of the Contractor. The Owner may appropriate or use any or all materials and equipment that have been mobilized for use in the work and are acceptable and may enter into an agreement for the completion of said contract according to the terms and provisions thereof, or use such other methods as in the opinion of the RPR will be required for the completion of said contract in an acceptable manner.

All costs and charges incurred by the Owner, together with the cost of completing the work under contract, will be deducted from any monies due or which may become due the Contractor. If such expense exceeds the sum which would have been payable under the contract, then the Contractor and the surety shall be liable and shall pay to the Owner the amount of such excess.

80-10 Termination for national emergencies. The Owner shall terminate the contract or portion thereof by written notice when the Contractor is prevented from proceeding with the

construction contract as a direct result of an Executive Order of the President with respect to the execution of war or in the interest of national defense.

When the contract, or any portion thereof, is terminated before completion of all items of work in the contract, payment will be made for the actual number of units or items of work completed at the contract price or as mutually agreed for items of work partially completed or not started. No claims or loss of anticipated profits shall be considered.

Reimbursement for organization of the work, and other overhead expenses, (when not otherwise included in the contract) and moving equipment and materials to and from the job will be considered, the intent being that an equitable settlement will be made with the Contractor.

Acceptable materials, obtained or ordered by the Contractor for the work and that are not incorporated in the work shall, at the option of the Contractor, be purchased from the Contractor at actual cost as shown by receipted bills and actual cost records at such points of delivery as may be designated by the RPR.

Termination of the contract or a portion thereof shall neither relieve the Contractor of their responsibilities for the completed work nor shall it relieve their surety of its obligation for and concerning any just claim arising out of the work performed.

80-11 Work area, storage area and sequence of operations. The Contractor shall obtain approval from the RPR prior to beginning any work in all areas of the airport. No operating runway, taxiway, or air operations area (AOA) shall be crossed, entered, or obstructed while it is operational. The Contractor shall plan and coordinate work in accordance with the approved CSPP and SPCD.

END OF SECTION 80

Section 90 Measurement and Payment

90-01 Measurement of quantities. All work completed under the contract will be measured by the RPR, or their authorized representatives, using United States Customary Units of Measurement.

The method of measurement and computations to be used in determination of quantities of material furnished and of work performed under the contract will be those methods generally recognized as conforming to good engineering practice.

Unless otherwise specified, longitudinal measurements for area computations will be made horizontally, and no deductions will be made for individual fixtures (or leave-outs) having an area of 9 square feet (0.8 square meters) or less. Unless otherwise specified, transverse measurements for area computations will be the neat dimensions shown on the plans or ordered in writing by the RPR.

Unless otherwise specified, all contract items which are measured by the linear foot such as electrical ducts, conduits, pipe culverts, underdrains, and similar items shall be measured parallel to the base or foundation upon which such items are placed.

The term “lump sum” when used as an item of payment will mean complete payment for the work described in the contract. When a complete structure or structural unit (in effect, “lump sum” work) is specified as the unit of measurement, the unit will be construed to include all necessary fittings and accessories.

When requested by the Contractor and approved by the RPR in writing, material specified to be measured by the cubic yard (cubic meter) may be weighed, and such weights will be converted to cubic yards (cubic meters) for payment purposes. Factors for conversion from weight measurement to volume measurement will be determined by the RPR and shall be agreed to by the Contractor before such method of measurement of pay quantities is used.

Measurement and Payment Terms

Term	Description
Excavation and Embankment Volume	In computing volumes of excavation, the average end area method will be used unless otherwise specified.
Measurement and Proportion by Weight	The term “ton” will mean the short ton consisting of 2,000 pounds (907 km) avoirdupois. All materials that are measured or proportioned by weights shall be weighed on accurate, independently certified scales by competent, qualified personnel at locations designated by the RPR. If material is shipped by rail, the car weight may be accepted provided that only the actual weight of material is paid for. However, car weights will not be acceptable for material to be passed through mixing plants. Trucks used to haul material being paid for by weight shall be weighed empty

Term	Description
	daily at such times as the RPR directs, and each truck shall bear a plainly legible identification mark.
Measurement by Volume	Materials to be measured by volume in the hauling vehicle shall be hauled in approved vehicles and measured therein at the point of delivery. Vehicles for this purpose may be of any size or type acceptable for the materials hauled, provided that the body is of such shape that the actual contents may be readily and accurately determined. All vehicles shall be loaded to at least their water level capacity, and all loads shall be leveled when the vehicles arrive at the point of delivery.
Asphalt Material	Asphalt materials will be measured by the gallon (liter) or ton (kg). When measured by volume, such volumes will be measured at 60°F (16°C) or will be corrected to the volume at 60°F (16°C) using ASTM D1250 for asphalts. Net certified scale weights or weights based on certified volumes in the case of rail shipments will be used as a basis of measurement, subject to correction when asphalt material has been lost from the car or the distributor, wasted, or otherwise not incorporated in the work. When asphalt materials are shipped by truck or transport, net certified weights by volume, subject to correction for loss or foaming, will be used for computing quantities.
Cement	Cement will be measured by the ton (kg) or hundredweight (km).
Structure	Structures will be measured according to neat lines shown on the plans or as altered to fit field conditions.
Timber	Timber will be measured by the thousand feet board measure (MFBM) actually incorporated in the structure. Measurement will be based on nominal widths and thicknesses and the extreme length of each piece.
Plates and Sheets	The thickness of plates and galvanized sheet used in the manufacture of corrugated metal pipe, metal plate pipe culverts and arches, and metal cribbing will be specified and measured in decimal fraction of inch.
Miscellaneous Items	When standard manufactured items are specified such as fence, wire, plates, rolled shapes, pipe conduit, etc., and these items are identified by gauge, unit weight, section dimensions, etc., such identification will be considered to be nominal weights or dimensions. Unless more stringently controlled by tolerances in cited specifications, manufacturing tolerances established by the industries involved will be accepted.
Scales	Scales must be tested for accuracy and serviced before use. Scales for weighing materials which are required to be proportioned or measured and paid for by weight shall be furnished, erected, and maintained by the Contractor, or be certified permanently installed commercial scales. Platform scales shall be installed and maintained with the platform level and rigid bulkheads at each end.

Term	Description
	Scales shall be accurate within 0.5% of the correct weight throughout the range of use. The Contractor shall have the scales checked under the observation of the RPR before beginning work and at such other times as requested. The intervals shall be uniform in spacing throughout the graduated or marked length of the beam or dial and shall not exceed 0.1% of the nominal rated capacity of the scale, but not less than one pound (454 grams). The use of spring balances will not be permitted. In the event inspection reveals the scales have been “overweighing” (indicating more than correct weight) they will be immediately adjusted. All materials received subsequent to the last previous correct weighting-accuracy test will be reduced by the percentage of error in excess of 0.5%. In the event inspection reveals the scales have been under-weighing (indicating less than correct weight), they shall be immediately adjusted. No additional payment to the Contractor will be allowed for materials previously weighed and recorded. Beams, dials, platforms, and other scale equipment shall be so arranged that the operator and the RPR can safely and conveniently view them. Scale installations shall have available ten standard 50-pound (2.3 km) weights for testing the weighing equipment or suitable weights and devices for other approved equipment. All costs in connection with furnishing, installing, certifying, testing, and maintaining scales; for furnishing check weights and scale house; and for all other items specified in this subsection, for the weighing of materials for proportioning or payment, shall be included in the unit contract prices for the various items of the project.
Rental Equipment	Rental of equipment will be measured by time in hours of actual working time and necessary traveling time of the equipment within the limits of the work. Special equipment ordered in connection with extra work will be measured as agreed in the change order or supplemental agreement authorizing such work as provided in paragraph 90-05 *Payment for Extra Work*.
Pay Quantities	When the estimated quantities for a specific portion of the work are designated as the pay quantities in the contract, they shall be the final quantities for which payment for such specific portion of the work will be made, unless the dimensions of said portions of the work shown on the plans are revised by the RPR. If revised dimensions result in an increase or decrease in the quantities of such work, the final quantities for payment will be revised in the amount represented by the authorized changes in the dimensions.

90-02 Scope of payment. The Contractor shall receive and accept compensation provided for in the contract as full payment for furnishing all materials, for performing all work under the contract in a complete and acceptable manner, and for all risk, loss, damage, or expense of

whatever character arising out of the nature of the work or the execution thereof, subject to the provisions of Section 70, paragraph 70-18, *No Waiver of Legal Rights*.

When the “basis of payment” subsection of a technical specification requires that the contract price (price bid) include compensation for certain work or material essential to the item, this same work or material will not also be measured for payment under any other contract item which may appear elsewhere in the contract, plans, or specifications.

90-03 Compensation for altered quantities. When the accepted quantities of work vary from the quantities in the proposal, the Contractor shall accept as payment in full, so far as contract items are concerned, payment at the original contract price for the accepted quantities of work actually completed and accepted. No allowance, except as provided for in Section 40, paragraph 40-02, *Alteration of Work and Quantities,* will be made for any increased expense, loss of expected reimbursement, or loss of anticipated profits suffered or claimed by the Contractor which results directly from such alterations or indirectly from their own unbalanced allocation of overhead and profit among the contract items, or from any other cause.

90-04 Payment for omitted items. As specified in Section 40, paragraph 40-03, *Omitted Items,* the RPR shall have the right to omit from the work (order nonperformance) any contract item, except major contract items, in the best interest of the Owner.

Should the RPR omit or order nonperformance of a contract item or portion of such item from the work, the Contractor shall accept payment in full at the contract prices for any work actually completed and acceptable prior to the RPR’s order to omit or non-perform such contract item.

Acceptable materials ordered by the Contractor or delivered on the work prior to the date of the RPR’s order will be paid for at the actual cost to the Contractor and shall thereupon become the property of the Owner.

In addition to the reimbursement hereinbefore provided, the Contractor shall be reimbursed for all actual costs incurred for the purpose of performing the omitted contract item prior to the date of the RPR’s order. Such additional costs incurred by the Contractor must be directly related to the deleted contract item and shall be supported by certified statements by the Contractor as to the nature the amount of such costs.

90-05 Payment for extra work. Extra work, performed in accordance with Section 40, paragraph 40-04, *Extra Work*, will be paid for at the contract prices or agreed prices specified in the change order or supplemental agreement authorizing the extra work.

90-06 Partial payments. Partial payments will be made to the Contractor at least once each month as the work progresses. Said payments will be based upon estimates, prepared by the RPR, of the value of the work performed and materials complete and in place, in accordance with the contract, plans, and specifications. Such partial payments may also include the delivered actual cost of those materials stockpiled and stored in accordance with paragraph 90-07, *Payment for Materials on Hand*. No partial payment will be made when the amount due to the Contractor since the last estimate amounts to less than five hundred dollars.

a. From the total of the amount determined to be payable on a partial payment, 5 percent of such total amount will be deducted and retained by the Owner for protection of the Owner’s interests. Unless otherwise instructed by the Owner, the amount retained by the Owner will be in effect until the final payment is made except as follows:

(1) Contractor may request release of retainage on work that has been partially accepted by the Owner in accordance with Section 50-03. Contractor

must provide a certified invoice to the RPR that supports the value of retainage held by the Owner for partially accepted work.

(2) In lieu of retainage, the Contractor may exercise at its option the establishment of an escrow account per paragraph 90-08.

b. The Contractor is required to pay all subcontractors for satisfactory performance of their contracts no later than 30 days after the Contractor has received a partial payment. Contractor must provide the Owner evidence of prompt and full payment of retainage held by the prime Contractor to the subcontractor within 30 days after the subcontractor's work is satisfactorily completed. A subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented as required by the Owner. When the Owner has made an incremental acceptance of a portion of a prime contract, the work of a subcontractor covered by that acceptance is deemed to be satisfactorily completed.

c. When at least 95% of the work has been completed to the satisfaction of the RPR, the RPR shall, at the Owner's discretion and with the consent of the surety, prepare estimates of both the contract value and the cost of the remaining work to be done. The Owner may retain an amount not less than twice the contract value or estimated cost, whichever is greater, of the work remaining to be done. The remainder, less all previous payments and deductions, will then be certified for payment to the Contractor.

It is understood and agreed that the Contractor shall not be entitled to demand or receive partial payment based on quantities of work in excess of those provided in the proposal or covered by approved change orders or supplemental agreements, except when such excess quantities have been determined by the RPR to be a part of the final quantity for the item of work in question.

No partial payment shall bind the Owner to the acceptance of any materials or work in place as to quality or quantity. All partial payments are subject to correction at the time of final payment as provided in paragraph 90-09, *Acceptance and Final Payment*.

The Contractor shall deliver to the Owner a complete release of all claims for labor and material arising out of this contract before the final payment is made. If any subcontractor or supplier fails to furnish such a release in full, the Contractor may furnish a bond or other collateral satisfactory to the Owner to indemnify the Owner against any potential lien or other such claim. The bond or collateral shall include all costs, expenses, and attorney fees the Owner may be compelled to pay in discharging any such lien or claim.

90-07 Payment for materials on hand. Partial payments may be made to the extent of the delivered cost of materials to be incorporated in the work, provided that such materials meet the requirements of the contract, plans, and specifications and are delivered to acceptable sites on the airport property or at other sites in the vicinity that are acceptable to the Owner. Such delivered costs of stored or stockpiled materials may be included in the next partial payment after the following conditions are met:

a. The material has been stored or stockpiled in a manner acceptable to the RPR at or on an approved site.

b. The Contractor has furnished the RPR with acceptable evidence of the quantity and quality of such stored or stockpiled materials.

c. The Contractor has furnished the RPR with satisfactory evidence that the material and transportation costs have been paid.

d. The Contractor has furnished the Owner legal title (free of liens or encumbrances of any kind) to the material stored or stockpiled.

e. The Contractor has furnished the Owner evidence that the material stored or stockpiled is insured against loss by damage to or disappearance of such materials at any time prior to use in the work.

It is understood and agreed that the transfer of title and the Owner's payment for such stored or stockpiled materials shall in no way relieve the Contractor of their responsibility for furnishing and placing such materials in accordance with the requirements of the contract, plans, and specifications.

In no case will the amount of partial payments for materials on hand exceed the contract price for such materials or the contract price for the contract item in which the material is intended to be used.

No partial payment will be made for stored or stockpiled living or perishable plant materials.

The Contractor shall bear all costs associated with the partial payment of stored or stockpiled materials in accordance with the provisions of this paragraph.

90-08 Payment of withheld funds. At the Contractor's option, if an Owner withholds retainage in accordance with the methods described in paragraph 90-06 *Partial Payments*, the Contractor may request that the Owner deposit the retainage into an escrow account. The Owner's deposit of retainage into an escrow account is subject to the following conditions:

a. The Contractor shall bear all expenses of establishing and maintaining an escrow account and escrow agreement acceptable to the Owner.

b. The Contractor shall deposit to and maintain in such escrow only those securities or bank certificates of deposit as are acceptable to the Owner and having a value not less than the retainage that would otherwise be withheld from partial payment.

c. The Contractor shall enter into an escrow agreement satisfactory to the Owner.

d. The Contractor shall obtain the written consent of the surety to such agreement.

90-09 Acceptance and final payment. When the contract work has been accepted in accordance with the requirements of Section 50, paragraph 50-15, *Final Acceptance*, the RPR will prepare the final estimate of the items of work actually performed. The Contractor shall approve the RPR's final estimate or advise the RPR of the Contractor's objections to the final estimate which are based on disputes in measurements or computations of the final quantities to be paid under the contract as amended by change order or supplemental agreement. The Contractor and the RPR shall resolve all disputes (if any) in the measurement and computation of final quantities to be paid within 30 calendar days of the Contractor's receipt of the RPR's final estimate. If, after such 30-day period, a dispute still exists, the Contractor may approve the RPR's estimate under protest of the quantities in dispute, and such disputed quantities shall be considered by the Owner as a claim in accordance with Section 50, paragraph 50-16, *Claims for Adjustment and Disputes*.

After the Contractor has approved, or approved under protest, the RPR's final estimate, and after the RPR's receipt of the project closeout documentation required in paragraph 90-11, *Contractor Final Project Documentation*, final payment will be processed based on the entire sum, or the undisputed sum in case of approval under protest, determined to be due the

Contractor less all previous payments and all amounts to be deducted under the provisions of the contract. All prior partial estimates and payments shall be subject to correction in the final estimate and payment.

If the Contractor has filed a claim for additional compensation under the provisions of Section 50, paragraph 50-16, *Claims for Adjustments and Disputes,* or under the provisions of this paragraph, such claims will be considered by the Owner in accordance with local laws or ordinances. Upon final adjudication of such claims, any additional payment determined to be due the Contractor will be paid pursuant to a supplemental final estimate.

90-10 Construction warranty.

a. In addition to any other warranties in this contract, the Contractor warrants that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, workmanship, or design furnished, or performed by the Contractor or any subcontractor or supplier at any tier.

b. This warranty shall continue for a period of one year from the date of final acceptance of the work, except as noted. If the Owner takes possession of any part of the work before final acceptance, this warranty shall continue for a period of one year from the date the Owner takes possession. However, this will not relieve the Contractor from corrective items required by the final acceptance of the project work. Light Emitting Diode emitting diode (LED) light fixtures with the exception of obstruction lighting, must be warranted by the manufacturer for a minimum of four (4) years after date of installation inclusive of all electronics.

c. The Contractor shall remedy at the Contractor's expense any failure to conform, or any defect. In addition, the Contractor shall remedy at the Contractor's expense any damage to Owner real or personal property, when that damage is the result of the Contractor's failure to conform to contract requirements; or any defect of equipment, material, workmanship, or design furnished by the Contractor.

d. The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for one year from the date of repair or replacement.

e. The Owner will notify the Contractor, in writing, within seven (7) days after the discovery of any failure, defect, or damage.

f. If the Contractor fails to remedy any failure, defect, or damage within 14 days after receipt of notice, the Owner shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at the Contractor's expense.

g. With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall: (1) Obtain all warranties that would be given in normal commercial practice; (2) Require all warranties to be executed, in writing, for the benefit of the Owner, as directed by the Owner, and (3) Enforce all warranties for the benefit of the Owner.

h. This warranty shall not limit the Owner's rights with respect to latent defects, gross mistakes, or fraud.

90-11 Contractor Final Project Documentation. Approval of final payment to the Contractor is contingent upon completion and submittal of the items listed below. The final payment will not be approved until the RPR approves the Contractor's final submittal. The Contractor shall:

a. Provide two (2) copies of all manufacturers warranties specified for materials, equipment, and installations.

b. Provide weekly payroll records (not previously received) from the general Contractor and all subcontractors.

c. Complete final cleanup in accordance with Section 40, paragraph 40-08, *Final Cleanup*.

d. Complete all punch list items identified during the Final Inspection.

e. Provide complete release of all claims for labor and material arising out of the Contract.

f. Provide a certified statement signed by the subcontractors, indicating actual amounts paid to the Disadvantaged Business Enterprise (DBE) subcontractors and/or suppliers associated with the project.

g. When applicable per state requirements, return copies of sales tax completion forms.

h. Manufacturer's certifications for all items incorporated in the work.

i. All required record drawings, as-built drawings or as-constructed drawings.

j. Project Operation and Maintenance (O&M) Manual(s).

k. Security for Construction Warranty.

l. Equipment commissioning documentation submitted, if required.

END OF SECTION 90

Item C-100 Contractor Quality Control Program (CQCP)

100-1 General. Quality is more than test results. Quality is the combination of proper materials, testing, workmanship, equipment, inspection, and documentation of the project. Establishing and maintaining a culture of quality is key to achieving a quality project. The Contractor shall establish, provide, and maintain an effective Contractor Quality Control Program (CQCP) that details the methods and procedures that will be taken to assure that all materials and completed construction required by this contract conform to contract plans, technical specifications and other requirements, whether manufactured by the Contractor, or procured from subcontractors or vendors. Although guidelines are established and certain minimum requirements are specified here and elsewhere in the contract technical specifications, the Contractor shall assume full responsibility for accomplishing the stated purpose.

The Contractor shall establish a CQCP that will:

a. Provide qualified personnel to develop and implement the CQCP.

b. Provide for the production of acceptable quality materials.

c. Provide sufficient information to assure that the specification requirements can be met.

d. Document the CQCP process.

The Contractor shall not begin any construction or production of materials to be incorporated into the completed work until the CQCP has been reviewed and approved by the Resident Project Representative (RPR). No partial payment will be made for materials subject to specific quality control (QC) requirements until the CQCP has been reviewed and approved.

The QC requirements contained in this section and elsewhere in the contract technical specifications are in addition to and separate from the quality assurance (QA) testing requirements. QA testing requirements are the responsibility of the RPR or Contractor as specified in the specifications.

A Quality Control (QC)/Quality Assurance (QA) workshop with the Engineer, Resident Project Representative (RPR), Contractor, subcontractors, testing laboratories, and Owner's representative must be held prior to start of construction. The QC/QA workshop will be facilitated by the Contractor. The Contractor shall coordinate with the Airport and the RPR on time and location of the QC/QA workshop. Items to be addressed, at a minimum, will include:

a. Review of the CQCP including submittals, QC Testing, Action & Suspension Limits for Production, Corrective Action Plans, Distribution of QC reports, and Control Charts.

b. Discussion of the QA program.

c. Discussion of the QC and QA Organization and authority including coordination and information exchange between QC and QA.

d. Establish regular meetings to discuss control of materials, methods and testing.

e. Establishment of the overall QC culture.

100-2 Description of program.

a. General description. The Contractor shall establish a CQCP to perform QC inspection and testing of all items of work required by the technical specifications, including those performed by subcontractors. The CQCP shall ensure conformance to applicable specifications and plans with respect to materials, off-site fabrication, workmanship, construction, finish, and functional performance. The CQCP shall be effective for control of all construction work performed under this Contract and shall specifically include surveillance and tests required by the technical specifications, in addition to other requirements of this section and any other activities deemed necessary by the Contractor to establish an effective level of QC.

b. Contractor Quality Control Program (CQCP). The Contractor shall describe the CQCP in a written document that shall be reviewed and approved by the RPR prior to the start of any production, construction, or off-site fabrication. The written CQCP shall be submitted to the RPR for review and approval at least 10 calendar days before the CQCP Workshop. The Contractor's CQCP and QC testing laboratory must be approved in writing by the RPR prior to the Notice to Proceed (NTP).

The CQCP shall be organized to address, as a minimum, the following:

1. QC organization and resumes of key staff
2. Project progress schedule
3. Submittals schedule
4. Inspection requirements
5. QC testing plan
6. Documentation of QC activities and distribution of QC reports
7. Requirements for corrective action when QC and/or QA acceptance criteria are not met
8. Material quality and construction means and methods. Address all elements applicable to the project that affect the quality of the pavement structure including subgrade, subbase, base, and surface course. Some elements that must be addressed include, but is not limited to mix design, aggregate grading, stockpile management, mixing and transporting, placing and finishing, quality control testing and inspection, smoothness, laydown plan, equipment, and temperature management plan.

The Contractor must add any additional elements to the CQCP that is necessary to adequately control all production and/or construction processes required by this contract.

100-3 CQCP organization. The CQCP shall be implemented by the establishment of a QC organization. An organizational chart shall be developed to show all QC personnel, their authority, and how these personnel integrate with other management/production and construction functions and personnel.

The organizational chart shall identify all QC staff by name and function, and shall indicate the total staff required to implement all elements of the CQCP, including inspection and testing for each item of work. If necessary, different technicians can be used for specific inspection and testing functions for different items of work. If an outside organization or independent testing laboratory is used for implementation of all or part of the CQCP, the personnel assigned shall be subject to the qualification requirements of paragraphs 100-03a and 100-03b. The

organizational chart shall indicate which personnel are Contractor employees and which are provided by an outside organization.

The QC organization shall, as a minimum, consist of the following personnel:

a. Program Administrator. The Contractor Quality Control Program Administrator (CQCPA) must be a full-time employee of the Contractor, or a consultant engaged by the Contractor. The CQCPA must have a minimum of five (5) years of experience in QC pavement construction with prior QC experience on a project of comparable size and scope as the contract.

Included in the five (5) years of paving/QC experience, the CQCPA must meet at least one of the following requirements:

(1) Professional Engineer with one (1) year of airport paving experience.

(2) Engineer-in-training with two (2) years of airport paving experience.

(3) National Institute for Certification in Engineering Technologies (NICET) Civil Engineering Technology Level IV with three (3) years of airport paving experience.

(4) An individual with four (4) years of airport paving experience, with a Bachelor of Science Degree in Civil Engineering, Civil Engineering Technology or Construction.

The CQCPA must have full authority to institute any and all actions necessary for the successful implementation of the CQCP to ensure compliance with the contract plans and technical specifications. The CQCPA authority must include the ability to immediately stop production until materials and/or processes are in compliance with contract specifications. The CQCPA must report directly to a principal officer of the construction firm. The CQCPA may supervise the Quality Control Program on more than one project provided that person can be at the job site within two (2) hours after being notified of a problem.

b. QC technicians. A sufficient number of QC technicians necessary to adequately implement the CQCP must be provided. These personnel must be either Engineers, engineering technicians, or experienced craftsman with qualifications in the appropriate field equivalent to NICET Level II in Civil Engineering Technology or higher, and shall have a minimum of two (2) years of experience in their area of expertise.

The QC technicians must report directly to the CQCPA and shall perform the following functions:

(1) Inspection of all materials, construction, plant, and equipment for conformance to the technical specifications, and as required by paragraph 100-6.

(2) Performance of all QC tests as required by the technical specifications and paragraph100-8.

(3) Performance of tests for the RPR when required by the technical specifications.

Certification at an equivalent level of qualification and experience by a state or nationally recognized organization will be acceptable in lieu of NICET certification.

c. Staffing levels. The Contractor shall provide sufficient qualified QC personnel to monitor each work activity at all times. Where material is being produced in a plant for incorporation into the work, separate plant and field technicians shall be provided at each plant and field placement location. The scheduling and coordinating of all inspection and testing must match the type and pace of work activity. The CQCP shall state where different technicians will be required for different work elements.

100-4 Project progress schedule. Critical QC activities must be shown on the project schedule as required by Section 80, paragraph 80-03, *Execution and Progress*.

100-5 Submittals schedule. The Contractor shall submit a detailed listing of all submittals (for example, mix designs, material certifications) and shop drawings required by the technical specifications. The listing can be developed in a spreadsheet format and shall include as a minimum:

a. Specification item number

b. Item description

c. Description of submittal

d. Specification paragraph requiring submittal

e. Scheduled date of submittal

100-6 Inspection requirements. QC inspection functions shall be organized to provide inspections for all definable features of work, as detailed below. All inspections shall be documented by the Contractor as specified by paragraph 100-9.

Inspections shall be performed as needed to ensure continuing compliance with contract requirements until completion of the particular feature of work. Inspections shall include the following minimum requirements:

a. During plant operation for material production, QC test results and periodic inspections shall be used to ensure the quality of aggregates and other mix components, and to adjust and control mix proportioning to meet the approved mix design and other requirements of the technical specifications. All equipment used in proportioning and mixing shall be inspected to ensure its proper operating condition. The CQCP shall detail how these and other QC functions will be accomplished and used.

b. During field operations, QC test results and periodic inspections shall be used to ensure the quality of all materials and workmanship. All equipment used in placing, finishing, and compacting shall be inspected to ensure its proper operating condition and to ensure that all such operations are in conformance to the technical specifications and are within the plan dimensions, lines, grades, and tolerances specified. The CQCP shall document how these and other QC functions will be accomplished and used.

100-7 Contractor QC testing facility.

a. For projects that include Item P-401, Item P-403, and Item P-404, the Contractor shall ensure facilities, including all necessary equipment, materials, and current reference standards, are provided that meet requirements in the following paragraphs of ASTM D3666, *Standard Specification for Minimum Requirements for Agencies Testing and Inspecting Road and Paving Materials*:

- 8.1.3 Equipment Calibration and Checks;
- 8.1.9 Equipment Calibration, Standardization, and Check Records;
- 8.1.12 Test Methods and Procedures

b. For projects that include P-501, the Contractor shall ensure facilities, including all necessary equipment, materials, and current reference standards, are provided that meet requirements in the following paragraphs of ASTM C1077, Standard Practice for Agencies Testing Concrete and Concrete Aggregates for Use in Construction and Criteria for Testing Agency Evaluation:

- 7 Test Methods and Procedures
- 8 Facilities, Equipment, and Supplemental Procedures

100-8 QC testing plan. As a part of the overall CQCP, the Contractor shall implement a QC testing plan, as required by the technical specifications. The testing plan shall include the minimum tests and test frequencies required by each technical specification Item, as well as any additional QC tests that the Contractor deems necessary to adequately control production and/or construction processes.

The QC testing plan can be developed in a spreadsheet fashion and shall, as a minimum, include the following:

a. Specification item number (e.g., P-401)

b. Item description (e.g., Hot Mix Asphalt Pavements)

c. Test type (e.g., gradation, grade, asphalt content)

d. Test standard (e.g., ASTM or American Association of State Highway and Transportation Officials (AASHTO) test number, as applicable)

e. Test frequency (e.g., as required by technical specifications or minimum frequency when requirements are not stated)

f. Responsibility (e.g., plant technician)

g. Control requirements (e.g., target, permissible deviations)

The QC testing plan shall contain a statistically-based procedure of random sampling for acquiring test samples in accordance with ASTM D3665. The RPR shall be provided the opportunity to witness QC sampling and testing.

All QC test results shall be documented by the Contractor as required by paragraph 100-9.

100-9 Documentation. The Contractor shall maintain current QC records of all inspections and tests performed. These records shall include factual evidence that the required QC inspections or tests have been performed, including type and number of inspections or tests involved; results of inspections or tests; nature of defects, deviations, causes for rejection, etc.; proposed remedial action; and corrective actions taken.

These records must cover both conforming and defective or deficient features, and must include a statement that all supplies and materials incorporated in the work are in full compliance with the terms of the contract. Legible copies of these records shall be furnished to the RPR daily. The records shall cover all work placed subsequent to the previously furnished records and shall be verified and signed by the CQCPA.

Contractor QC records required for the contract shall include, but are not necessarily limited to, the following records:

a. Daily inspection reports. Each Contractor QC technician shall maintain a daily log of all inspections performed for both Contractor and subcontractor operations. These technician's daily reports shall provide factual evidence that continuous QC inspections have been performed and shall, as a minimum, include the following:

(1) Technical specification item number and description

(2) Compliance with approved submittals

(3) Proper storage of materials and equipment

(4) Proper operation of all equipment

(5) Adherence to plans and technical specifications

(6) Summary of any necessary corrective actions

(7) Safety inspection.

(8) Photographs and/or video

The daily inspection reports shall identify all QC inspections and QC tests conducted, results of inspections, location and nature of defects found, causes for rejection, and remedial or corrective actions taken or proposed.

The daily inspection reports shall be signed by the responsible QC technician and the CQCPA. The RPR shall be provided at least one copy of each daily inspection report on the work day following the day of record. When QC inspection and test results are recorded and transmitted electronically, the results must be archived.

b. Daily test reports. The Contractor shall be responsible for establishing a system that will record all QC test results. Daily test reports shall document the following information:

(1) Technical specification item number and description

(2) Test designation

(3) Location

(4) Date of test

(5) Control requirements

(6) Test results

(7) Causes for rejection

(8) Recommended remedial actions

(9) Retests

Test results from each day's work period shall be submitted to the RPR prior to the start of the next day's work period. When required by the technical specifications, the Contractor shall maintain statistical QC charts. When QC daily test results are recorded and transmitted electronically, the results must be archived.

100-10 Corrective action requirements. The CQCP shall indicate the appropriate action to be taken when a process is deemed, or believed, to be out of control (out of tolerance) and detail what action will be taken to bring the process into control. The requirements for corrective action shall include both general requirements for operation of the CQCP as a whole, and for individual items of work contained in the technical specifications.

The CQCP shall detail how the results of QC inspections and tests will be used for determining the need for corrective action and shall contain clear rules to gauge when a process is out of control and the type of correction to be taken to regain process control.

When applicable or required by the technical specifications, the Contractor shall establish and use statistical QC charts for individual QC tests. The requirements for corrective action shall be linked to the control charts.

100-11 Inspection and/or observations by the RPR. All items of material and equipment are subject to inspection and/or observation by the RPR at the point of production, manufacture or shipment to determine if the Contractor, producer, manufacturer or shipper maintains an adequate QC system in conformance with the requirements detailed here and the applicable technical specifications and plans. In addition, all items of materials, equipment and work in

place shall be subject to inspection and/or observation by the RPR at the site for the same purpose.

Inspection and/or observations by the RPR does not relieve the Contractor of performing QC inspections of either on-site or off-site Contractor's or subcontractor's work.

100-12 Noncompliance.

a. The Resident Project Representative (RPR) will provide written notice to the Contractor of any noncompliance with their CQCP. After receipt of such notice, the Contractor must take corrective action.

b. When QC activities do not comply with either the CQCP or the contract provisions or when the Contractor fails to properly operate and maintain an effective CQCP, and no effective corrective actions have been taken after notification of non-compliance, the RPR will recommend the Owner take the following actions:

(1) Order the Contractor to replace ineffective or unqualified QC personnel or subcontractors and/or

(2) Order the Contractor to stop operations until appropriate corrective actions are taken.

METHOD OF MEASUREMENT

100-13 Basis of measurement and payment. Contractor Quality Control Program (CQCP) is for the personnel, tests, facilities and documentation required to implement the CQCP. The CQCP will be paid as a lump sum with the following schedule of partial payments:**]**

a. With first pay request, 25% with approval of CQCP and completion of the Quality Control (QC)/Quality Assurance (QA) workshop.

b. When 25% or more of the original contract is earned, an additional 25%.

c. When 50% or more of the original contract is earned, an additional 20%.

d. When 75% or more of the original contract is earned, an additional 20%

e. After final inspection and acceptance of project, the final 10%.

BASIS OF PAYMENT

100-14 Payment will be made under:

Item C-100	Contractor Quality Control Program (CQCP) per Lump Sum.

REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

National Institute for Certification in Engineering Technologies (NICET)

ASTM International (ASTM)

ASTM C1077	Standard Practice for Agencies Testing Concrete and Concrete Aggregates for Use in Construction and Criteria for Testing Agency Evaluation

ASTM D3665	Standard Practice for Random Sampling of Construction Materials
ASTM D3666	Standard Specification for Minimum Requirements for Agencies Testing and Inspecting Road and Paving Materials

END OF ITEM C-100

Item C-102 Temporary Air and Water Pollution, Soil Erosion, and Siltation Control

DESCRIPTION

102-1. This item shall consist of temporary control measures as shown on the plans or as ordered by the Resident Project Representative (RPR) during the life of a contract to control pollution of air and water, soil erosion, and siltation through the use of silt fences, berms, dikes, dams, sediment basins, fiber mats, gravel, mulches, grasses, slope drains, and other erosion control devices or methods.

Temporary erosion control shall be in accordance with the approved erosion control plan; the approved Construction Safety and Phasing Plan (CSPP) and AC 150/5370-2, *Operational Safety on Airports During Construction*. The temporary erosion control measures contained herein shall be coordinated with the permanent erosion control measures specified as part of this contract to the extent practical to assure economical, effective, and continuous erosion control throughout the construction period.

Temporary control may include work outside the construction limits such as borrow pit operations, equipment and material storage sites, waste areas, and temporary plant sites.

Temporary control measures shall be designed, installed and maintained to minimize the creation of wildlife attractants that have the potential to attract hazardous wildlife on or near public-use airports.

MATERIALS

102-2.1 Grass. Grass that will not compete with the grasses sown later for permanent cover per Item T-901shall be a quick-growing species (such as ryegrass, Italian ryegrass, or cereal grasses) suitable to the area providing a temporary cover. Selected grass species shall not create a wildlife attractant.

102-2.2 Mulches. Mulches may be hay, straw, fiber mats, netting, bark, wood chips, or other suitable material reasonably clean and free of noxious weeds and deleterious materials per Item T-908. Mulches shall not create a wildlife attractant.

102-2.3 Fertilizer. Fertilizer shall be a standard commercial grade and shall conform to all federal and state regulations and to the standards of the Association of Official Agricultural Chemists.

102-2.4 Slope drains. Slope drains may be constructed of pipe, fiber mats, rubble, concrete, asphalt, or other materials that will adequately control erosion.

102-2.5 Silt fence. Silt fence shall consist of polymeric filaments which are formed into a stable network such that filaments retain their relative positions. Synthetic filter fabric shall contain ultraviolet ray inhibitors and stabilizers to provide a minimum of six months of expected usable construction life. Silt fence shall meet the requirements of ASTM D6461.

102-2.6 Other. All other materials shall meet commercial grade standards and shall be approved by the RPR before being incorporated into the project.

102-2.6.1 Dust Control Emulsion. Dust control emulsion shall be a corn starch based, water emulsified dust control agent, or a polymer tackifier used for hydroseeding. Dust control material shall be applied at the manufacturer's recommended rate. Fisch-stik is a corn based dust control emulsion, manufactured by Fischbach. Hydropam is a polymer tackifier, manufactured by Evonik Stockhausen. Fisch-stik, Hydropam, or approved equal, shall be used.

102-2.6.2 Straw Wattles. Wattles shall be machine produced straw filled tubes compacted in seamless flexible netting material creating a densely filled fiber log. The netting shall contain ultra violet inhibitors.

CONSTRUCTION REQUIREMENTS

102-3.1 General. In the event of conflict between these requirements and pollution control laws, rules, or regulations of other federal, state, or local agencies, the more restrictive laws, rules, or regulations shall apply.

The RPR shall be responsible for assuring compliance to the extent that construction practices, construction operations, and construction work are involved.

102-3.2 Schedule. Prior to the start of construction, the Contractor shall submit schedules in accordance with the approved Construction Safety and Phasing Plan (CSPP) and the plans for accomplishment of temporary and permanent erosion control work for clearing and grubbing; grading; construction; paving; and structures at watercourses. The Contractor shall also submit a proposed method of erosion and dust control on haul roads and borrow pits and a plan for disposal of waste materials. Work shall not be started until the erosion control schedules and methods of operation for the applicable construction have been accepted by the RPR.

102-3.3 Construction details. The Contractor will be required to incorporate all permanent erosion control features into the project at the earliest practicable time as outlined in the plans and approved CSPP. Except where future construction operations will damage slopes, the Contractor shall perform the permanent seeding and mulching and other specified slope protection work in stages, as soon as substantial areas of exposed slopes can be made available. Temporary erosion and pollution control measures will be used to correct conditions that develop during construction that were not foreseen during the design stage; that are needed prior to installation of permanent control features; or that are needed temporarily to control erosion that develops during normal construction practices, but are not associated with permanent control features on the project.

Where erosion may be a problem, schedule and perform clearing and grubbing operations so that grading operations and permanent erosion control features can follow immediately if project conditions permit. Temporary erosion control measures are required if permanent measures cannot immediately follow grading operations. The RPR shall limit the area of clearing and grubbing, excavation, borrow, and embankment operations in progress, commensurate with the Contractor's capability and progress in keeping the finish grading, mulching, seeding, and other such permanent control measures current with the accepted schedule. If seasonal limitations make such coordination unrealistic, temporary erosion control measures shall be taken immediately to the extent feasible and justified as directed by the RPR.

The Contractor shall provide immediate permanent or temporary pollution control measures to minimize contamination of adjacent streams or other watercourses, lakes, ponds, or other areas of water impoundment as directed by the RPR. If temporary erosion and pollution control measures are required due to the Contractor's negligence, carelessness, or failure to install

permanent controls as a part of the work as scheduled or directed by the RPR, the work shall be performed by the Contractor and the cost shall be incidental to this item.

The RPR may increase or decrease the area of erodible earth material that can be exposed at any time based on an analysis of project conditions.

The erosion control features installed by the Contractor shall be maintained by the Contractor during the construction period.

Provide temporary structures whenever construction equipment must cross watercourses at frequent intervals. Pollutants such as fuels, lubricants, bitumen, raw sewage, wash water from concrete mixing operations, and other harmful materials shall not be discharged into any waterways, impoundments or into natural or manmade channels.

The dust control emulsion shall be applied to disturbed ground after topsoil placement and fine grading has been completed, where directed by the Engineer.

102-3.4 Installation, maintenance and removal of silt fence. Silt fences shall extend a minimum of 16 inches (41 cm) and a maximum of 34 inches (86 cm) above the ground surface. Posts shall be set no more than 10 feet (3 m) on center. Filter fabric shall be cut from a continuous roll to the length required minimizing joints where possible. When joints are necessary, the fabric shall be spliced at a support post with a minimum 12-inch (300-mm) overlap and securely sealed. A trench shall be excavated approximately 4 inches (100 mm) deep by 4 inches (100 mm) wide on the upslope side of the silt fence. The trench shall be backfilled and the soil compacted over the silt fence fabric. The Contractor shall remove and dispose of silt that accumulates during construction and prior to establishment of permanent erosion control. The fence shall be maintained in good working condition until permanent erosion control is established. Silt fence shall be removed upon approval of the RPR.

102-3.5 Installation of Straw Wattle. Remove all rocks, clods, vegetation or other obstructions so that the installed Wattles will have direct contact with the soil.

A small trench 2-3 inches in depth should be excavated on the slope contour and perpendicular to water flow. Soil from the excavation should be placed down-slope next to the trench.

Install the Wattles in the trench, insuring that no gaps exist between the soil and the bottom of the Wattle. The ends of adjacent Wattles should be tightly abutted so that no opening exists for water or sediment to pass through.

Wooden stakes should be used to fasten the Wattles to the soil. Wooden stakes should be placed 6" from the Wattle end angled towards the adjacent Wattle and spaced at 4 feet centers leaving less than 1-2 inches of stake exposed above the Wattle. Terminal ends of wattles may be dog legged up slope to ensure containment and prevent channeling of sedimentation.

Backfill the upslope length of the Wattle with the excavated soil and compact.

Care shall be taken during installation so as to avoid damage occurring to the wattle as a result of the installation process. Should the wattle be damaged during installation, a wooden stake shall be placed either side of the damaged area terminating the log segment.

METHOD OF MEASUREMENT

102-4.1 Temporary erosion and pollution control work required will be performed as scheduled or directed by the RPR. Completed and accepted work will be measured as follows:

a. Temporary seeding and mulching will be measured by the square yard (square meter).

b. Temporary slope drains will be measured by the linear foot (meter).

c. Temporary benches, dikes, dams, and sediment basins will be measured by the cubic yard (cubic meter) of excavation performed, including necessary cleaning of sediment basins, and the cubic yard (cubic meter) of embankment placed as directed by the RPR.

d. All fertilizing will be measured by the ton (kg).

e. Installation and removal of silt fence will be measured by the linear foot.

f. Straw wattles or other approved sediment filtration systems shall be measured by the linear foot of product installed.

g. Dust Control Emulsion application will be measured per acre of topsoiled ground covered, installed where and when directed by the Engineer, and accepted by the Engineer. Dust Control Emulsion may be used by the Contractor to control dust during construction, in place of watering, at the Contractors expense. No measurement will be made for construction dust control.

Sprinkling to control fugitive dust shall be considered a subsidiary obligation of the Contractor working at the airport where pedestrians and jet engines are present.

Watering or sprinkling costs, including truck costs, shall be included in the Contract unit prices bid for the items to which they apply. The Contractor shall not be compensated for temporary controls required due to the Contractor's negligence, carelessness, or failure to install permanent controls.

102-4.2 Control work performed for protection of construction areas outside the construction limits, such as borrow and waste areas, haul roads, equipment and material storage sites, and temporary plant sites, will not be measured and paid for directly but shall be considered as a subsidiary obligation of the Contractor.

BASIS OF PAYMENT

102-5.1 Accepted quantities of temporary water pollution, soil erosion, and siltation control work ordered by the RPR and measured as provided in paragraph 102-4.1 will be paid for under:

Item C-102-5.1f	Straw Wattle - Per Linear Foot (meter)
Item C-102-5.1g	Dust Control Emulsion – Per Acre

Where other directed work falls within the specifications for a work item that has a contract price, the units of work shall be measured and paid for at the contract unit price bid for the various items.

Temporary control features not covered by contract items that are ordered by the RPR will be paid for in accordance with Section 90, paragraph 90-05 *Payment for Extra Work*.

REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

Advisory Circulars (AC)

AC 150/5200-33 *Hazardous Wildlife Attractants on or Near Airports*

AC 150/5370-2 *Operational Safety on Airports During Construction*

ASTM International (ASTM)

ASTM D6461 *Standard Specification for Silt Fence Materials*

United States Department of Agriculture (USDA)

FAA/USDA Wildlife Hazard Management at Airports, A Manual for Airport Personnel

END OF ITEM C-102

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Item C-105 Mobilization

105-1 Description. This item of work shall consist of, but is not limited to, work and operations necessary for the movement of personnel, equipment, material and supplies to and from the project site for work on the project except as provided in the contract as separate pay items.

105-2 Mobilization limit. Mobilization shall be limited to 10 percent of the total project cost.

105-3 Posted notices. Prior to commencement of construction activities, the Contractor must post the following documents in a prominent and accessible place where they may be easily viewed by all employees of the prime Contractor and by all employees of subcontractors engaged by the prime Contractor: Equal Employment Opportunity (EEO) Poster "Equal Employment Opportunity is the Law" in accordance with the Office of Federal Contract Compliance Programs Executive Order 11246, as amended; Davis Bacon Wage Poster (WH 1321) - DOL "Notice to All Employees" Poster; and Applicable Davis-Bacon Wage Rate Determination. These notices must remain posted until final acceptance of the work by the Owner.

105-4 Engineer/RPR field office. An Engineer/RPR field office is not required.

105-5 Traffic Control. This item shall cover traffic control related to the project and the Construction Area.

105-6 Security. This item shall cover the security of the Construction Area.

All employees on site for more than 1 week require an Air Operations Area (AOA) security badge. All temporary employees shall be escorted at ALL locations on the airfield. All truck drivers shall be badged.

This project will require the successful bidder to complete the Billings Logan International Airport's Security Training Program. All Contractor personnel that need access to the construction site will be required to have an Airport issued Security Identification Badge. Contractor personnel involved with this project will need an authorized Signatory Authority within their organization, whom will vouch for those under their employ and will also need to be badged. In order to receive an ID Badge, a Criminal History Records Check (CHRC) and a Security Threat Assessment (STA) must be completed by the Federal Bureau of Investigation (FBI) and the Department of Homeland Security (DHS). The necessary forms for this process are available at and submitted through the Airport Police Office. Upon approval the badge applicant is required to attend and pass interactive training at the Airport Police Office. Upon successful completion of the training, a badge will be issued. Contact the Airport Police Department at 406-657-8498 for badge cost and current forms.

A list of all badged contractor personnel shall be provided to the gate guard. If a name is not on the list there is a "NO ENTRY" policy, and the individual shall not be allowed within the security fence. All badged personnel have escort capabilities around staging area and construction area.

METHOD OF MEASUREMENT

106-7.1 Basis of measurement and payment. Based upon the contract lump sum price for "Mobilization" partial payments will be allowed as follows:

a. With first pay request, 25%.

b. When 25% or more of the original contract is earned, an additional 25%.

c. When 50% or more of the original contract is earned, an additional 40%.

d. After Final Inspection, Staging area clean-up and delivery of all Project Closeout materials as required by Section 90, paragraph 90-11, *Contractor Final Project Documentation,* the final 10%.

105-7.2 Traffic Control. Based upon the contract lump sum price for "Traffic Control" partial payments will be allowed as follows:

a. With first pay request, 25%.
b. When 25% or more of the original contract is earned, an additional 25%.
c. When 50% or more of the original contract is earned, an additional 40%.
d. After Final Inspection and cleanup, the final 10% of the amount bid for traffic control shall be paid.

105-7.3 Security.

The quantity of Signatory Authority Person shall be measured per each. Each company shall have one or two persons to sign for all employees.

The quantity of Security Badge shall be measured per each. AOA security badge is required, which includes the threat assessment, fingerprint check, and Airport training. The security and non-movement area driver training tests will be required.

The quantity of security guard with vehicle and cell phone shall be measured by the number of hours per guard. The quantity of hours used will be taken from the Certified Payroll submitted each week by the Company providing the guard.

BASIS OF PAYMENT

105-8.1 Payment for Mobilization shall be made at the contract unit price Lump Sum. This payment shall be full compensation for payment by Contractor to Owner for all materials, and for all tools, equipment, and incidentals to complete this item.

105-8.2 Payment for the performance of the Traffic Control work as specified will be made at the contract lump sum price for the item "Traffic Control". This payment shall be full compensation

for payment by Contractor to Owner for all materials, and for all tools, equipment, and incidentals to complete this item.

105-8.3 Payment for Signatory Authority Person and Security Badge AOA – Employee shall be made at the contract unit price per each. This price shall constitute full compensation for all materials, labor, equipment, tools, and incidentals necessary to provide security for the project.

105-8.4 Payment for Security Guard with Vehicle shall be made at the contract unit price per hour. This price shall constitute full compensation for all materials, labor, equipment, tools, and incidentals necessary to provide security for the project.

Payment will be made under:

Item C-105-8.1	Mobilization – per Lump Sum
Item C-105-8.2	Traffic Control - per Lump Sum
Item C-105-8.3a	Signatory Authority Person – per Each
Item C-105-8.3b	Security Badge AOA – Employee – per Each
Item C-105-8.4	Security Guard with Vehicle – per Hour

105-6 Payment will be made under:

Item C-105	Mobilization

REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

Office of Federal Contract Compliance Programs (OFCCP)

Executive Order 11246, as amended

EEOC-P/E-1 – Equal Employment Opportunity is the Law Poster

United States Department of Labor, Wage and Hour Division (WHD)

WH 1321 – Employee Rights under the Davis-Bacon Act Poster

END OF ITEM C-105

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Item P-101 Preparation/Removal of Existing Pavements

DESCRIPTION

101-1 This item shall consist of preparation of existing pavement surfaces for overlay, surface treatments, removal of existing pavement, and other miscellaneous items. The work shall be accomplished in accordance with these specifications and the applicable plans.

EQUIPMENT AND MATERIALS

101-2 All equipment and materials shall be specified here and in the following paragraphs or approved by the Resident Project Representative (RPR). The equipment shall not cause damage to the pavement to remain in place.

CONSTRUCTION

101-3.1 Removal of existing pavement.

The Contractor's removal operation shall be controlled to not damage adjacent pavement structure, and base material, cables, utility ducts, pipelines, or drainage structures which are to remain under the pavement.

a. Concrete pavement removal. Not used.

b. Asphalt pavement removal. Asphalt pavement to be removed shall be cut to the full depth of the asphalt pavement around the perimeter of the area to be removed. The pavement shall be removed so the joint for each layer of pavement replacement is offset 1 foot (30 cm) from the joint in the preceding layer. This does not apply if the removed pavement is to be replaced with concrete or soil. All asphalt material shall be wasted off-site.

c. Repair or removal of Base, Subbase, and/or Subgrade. All failed material including surface, base course, subbase course, and subgrade shall be removed and repaired as shown on the plans or as directed by the RPR. Materials and methods of construction shall comply with the applicable sections of these specifications. Any damage caused by Contractor's removal process shall be repaired at the Contractor's expense.

101-3.2 Preparation of joints and cracks prior to overlay/surface treatment. Remove all vegetation and debris from cracks to a minimum depth of 1 inch (25 mm). If extensive vegetation exists, treat the specific area with a concentrated solution of a water-based herbicide approved by the RPR. Fill all cracks greater than 1/4 inch (6 mm) wide) with a crack sealant per ASTM D6690. The crack sealant, preparation, and application shall be compatible with the surface treatment/overlay to be used. To minimize contamination of the asphalt with the crack sealant, underfill the crack sealant a minimum of 1/8 inch (3 mm), not to exceed ¼ inch (6 mm). Any excess joint or crack sealer shall be removed from the pavement surface.

Wider cracks (over 1-1/2 inch wide (38 mm)), along with soft or sunken spots, indicate that the pavement or the pavement base should be repaired or replaced as stated below.

Cracks and joints may be filled with a mixture of emulsified asphalt and aggregate. The aggregate shall consist of limestone, volcanic ash, sand, or other material that will cure to form a hard substance. The combined gradation shall be as shown in the following table.

Gradation

Sieve Size	Percent Passing
No. 4 (4.75 mm)	100
No. 8 (2.36 mm)	90-100
No. 16 (1.18 mm)	65-90
No. 30 (600 µm)	40-60
No. 50 (300 µm)	25-42
No. 100 (150 µm)	15-30
No. 200 (75 µm)	10-20

Up to 3% cement can be added to accelerate the set time. The mixture shall not contain more than 20% natural sand without approval in writing from the RPR.

The proportions of asphalt emulsion and aggregate shall be determined in the field and may be varied to facilitate construction requirements. Normally, these proportions will be approximately one part asphalt emulsion to five parts aggregate by volume. The material shall be poured or placed into the joints or cracks and compacted to form a voidless mass. The joint or crack shall be filled to within +0 to -1/8 inches (+0 to -3 mm) of the surface. Any material spilled outside the width of the joint shall be removed from the pavement surface prior to constructing the overlay. Where concrete overlays are to be constructed, only the excess joint material on the pavement surface and vegetation in the joints need to be removed.

101-3.3 Removal of Foreign Substances/contaminates prior to overlay, seal-coat, or remarking. Removal of foreign substances/contaminates from existing pavement that will affect the bond of the new treatment shall consist of removal of rubber, fuel spills, oil, crack sealer, at least 90% of paint, and other foreign substances from the surface of the pavement. Areas that require removal are designated on the plans and as directed by the RPR in the field during construction.

Chemicals, high-pressure water, heater scarifier (asphaltic concrete only), cold milling, rotary grinding, or sandblasting may be used. If chemicals are used, they shall comply with the state's environmental protection regulations. Removal methods used shall not cause major damage to the pavement, or to any structure or utility within or adjacent to the work area. Major damage is defined as changing the properties of the pavement, removal of asphalt causing the aggregate to ravel, or removing pavement over 1/8 inch (3 mm) deep. If it is deemed by the RPR that damage to the existing pavement is caused by operational error, such as permitting the application method to dwell in one location for too long, the Contractor shall repair the damaged area without compensation and as directed by the RPR.

Removal of foreign substances shall not proceed until approved by the RPR. Water used for high-pressure water equipment shall be provided by the Contractor at the Contractor's expense. No material shall be deposited on the pavement shoulders. All wastes shall be disposed of offsite.

101-3.4 Concrete spall or failed asphaltic concrete pavement repair.

a. Repair of concrete spalls in areas to be overlaid with asphalt. The Contractor shall repair all spalled concrete as shown on the plans or as directed by the RPR. The perimeter of the repair shall be saw cut a minimum of 2 inches (50 mm) outside the affected area and 2 inches (50 mm) deep. The deteriorated material shall be removed to a depth where the existing material is firm or cannot be easily removed with a geologist pick. The removed area shall be filled with asphalt mixture with aggregate sized appropriately for the depth of the patch. The material shall be compacted with equipment approved by the RPR until the material is dense and no movement or marks are visible. The material shall not be placed in lifts over 4 inches (100 mm) in depth. This method of repair applies only to pavement to be overlaid.

b. Asphalt pavement repair. The Contractor shall repair all failed asphalt pavement as shown on the plans or as directed by the RPR. The failed areas shall be removed as specified in paragraph 101-3.1b. All failed material including surface, base course, subbase course, and subgrade shall be removed. Materials and methods of construction shall comply with the applicable sections of these specifications.

101-3.5 Cold milling. Milling shall be performed with a power-operated milling machine or grinder, capable of producing a uniform finished surface. The milling machine or grinder shall operate without tearing or gouging the underlaying surface. The milling machine or grinder shall be equipped with grade and slope controls, and a positive means of dust control. All millings shall be removed and disposed of in areas designated on the plans. If the Contractor mills or grinds deeper or wider than the plans specify, the Contractor shall replace the material removed with new material at the Contractor's Expense.

a. Patching. The milling machine shall be capable of cutting a vertical edge without chipping or spalling the edges of the remaining pavement and it shall have a positive method of controlling the depth of cut. The RPR shall layout the area to be milled with a straightedge in increments of 1-foot (30 cm) widths. The area to be milled shall cover only the failed area. Any excessive area that is milled because the Contractor doesn't have the appropriate milling machine, or areas that are damaged because of his negligence, shall be repaired by the Contractor at the Contractor's Expense.

b. Profiling, grade correction, or surface correction. The milling machine shall have a minimum width of 7 feet (2 m) and it shall be equipped with electronic grade control devices that will cut the surface to the grade specified. The tolerances shall be maintained within +0 inch and -1/4 inch (+0 mm and -6mm) of the specified grade. The machine must cut vertical edges and have a positive method of dust control. The machine must have the ability to remove the millings or cuttings from the pavement and load them into a truck. All millings shall be removed and disposed of in areas designated on the plans.

c. Clean-up. The Contractor shall sweep the milled surface daily and immediately after the milling until all residual materials are removed from the pavement surface. Prior to paving, the Contractor shall wet down the milled pavement and thoroughly sweep and/or blow the surface to remove loose residual material. Waste materials shall be collected and removed from the pavement surface and adjacent areas by sweeping or vacuuming. Waste materials shall be removed and disposed of off Airport property.

101-3.6. Preparation of asphalt pavement surfaces prior to surface treatment. Existing asphalt pavements to be treated with a surface treatment shall be prepared as follows:

a. Patch asphalt pavement surfaces that have been softened by petroleum derivatives or have failed due to any other cause. Remove damaged pavement to the full depth of the damage and

replace with new asphalt pavement similar to that of the existing pavement in accordance with paragraph 101-3.4b.

b. Repair joints and cracks in accordance with paragraph 101-3.2.

c. Remove oil or grease that has not penetrated the asphalt pavement by scrubbing with a detergent and washing thoroughly with clean water. After cleaning, treat these areas with an oil spot primer.

d. Clean pavement surface immediately prior to placing the surface treatment so that it is free of dust, dirt, grease, vegetation, oil or any type of objectionable surface film.

101-3.7 Maintenance. The Contractor shall perform all maintenance work necessary to keep the pavement in a satisfactory condition until the full section is complete and accepted by the RPR. The surface shall be kept clean and free from foreign material. The pavement shall be properly drained at all times. If cleaning is necessary or if the pavement becomes disturbed, any work repairs necessary shall be performed at the Contractor's expense.

101-3.8 Preparation of Joints in Rigid Pavement prior to resealing. Prior to application of sealant material, clean and dry the joints of all scale, dirt, dust, old sealant, curing compound, moisture and other foreign matter. The Contractor shall demonstrate, in the presence of the RPR, that the method used cleans the joint and does not damage the joint.

101-3.8.1 Removal of Existing Joint Sealant. All existing joint sealants will be removed by plowing or use of hand tools. Any remaining sealant and or debris will be removed by use of wire brushes or other tools as necessary. Resaw joints removing no more than 1/16 inch (2 mm) from each joint face. Immediately after sawing, flush out joint with water and other tools as necessary to completely remove the slurry.

101-3.8.2 Cleaning prior to sealing. Immediately before sealing, joints shall be cleaned by removing any remaining laitance and other foreign material. Allow sufficient time to dry out joints prior to sealing. Joint surfaces will be surface-dry prior to installation of sealant.

101-3.8.3 Joint sealant. Joint material and installation will be in accordance with Item P-605.

101-3.9 Preparation of Cracks in Flexible Pavement prior to sealing. Prior to application of sealant material, clean and dry the joints of all scale, dirt, dust, old sealant, curing compound, moisture and other foreign matter. The Contractor shall demonstrate, in the presence of the RPR, that the method used cleans the cracks and does not damage the pavement.

101-3.9.1 Preparation of Crack. Widen crack with router by removing a minimum of 1/16 inch (2 mm) from each side of crack. Immediately before sealing, cracks will be blown out with a hot air lance combined with oil and water-free compressed air.

101-3.9.2 Removal of Existing Crack Sealant. Existing sealants will be removed by routing. Following routing, any remaining debris will be removed by use of a hot lance combined with oil and water-free compressed air.

101-3.9.3 Crack Sealant. Crack sealant material and installation will be in accordance with Item P-605.

101-3.9.4 Removal of Pipe and other Buried Structures.

a. Removal of Existing Pipe Material. Remove the types of pipe as indicated on the plans. The pipe material shall be legally disposed of off-site in a timely manner following removal. Trenches shall be backfilled with material equal to or better in quality than adjacent embankment. Trenches under paved areas must be compacted to 100% of ASTM D698

b. Removal of Inlets/Manholes. Where indicated on the plans or as directed by the RPR, inlets and/or manholes shall be removed and legally disposed of off-site in a timely fashion after removal. Excavations after removal shall be backfilled with material equal or better in quality than adjacent embankment. When under paved areas must be compacted to 100% of ASTM D698, when outside of paved areas must be compacted to 95% of ASTM D698.

101-3.9.5 Removal of Miscellaneous items.

a. Lights. All designated lights with base to be removed shall be removed completely including light fixture, base, concrete, transformers, and cable, and shall include all necessary conduit to patch the existing duct together (if circuit remains in service). The Contractor shall remove the light assembly in a manner that allows salvage of these materials to the Owner for future use.

b. Electrical Cable/Duct Removal. All airfield electrical cable designated for removal or not required for circuit operation, direct bury or in conduit, shall be completely removed. Removal/demolition of electrical duct not required property of the for use with new circuit wiring shall be incidental to the conduit installation item (See Item L-110). Ducts that remain buried may be abandoned in place.

c. Signs. All designated signs shall be removed and relocated completely, including sign panel or panels, support posts, and all concrete footings unless specifically noted otherwise.

d. Minor Structures. All minor structures designated on the plan for removal shall be removed entirely including the footing unless specifically noted otherwise.

101-3.10 Saw Cutting.

a. All saw cuts shall be made at the locations shown on the drawings or otherwise specified. The saw cut shall be made to produce a neat vertical face joint between the pavement areas to be removed and the adjacent existing surface.

b. The equipment used to perform the saw cutting shall be approved by the RPR prior to commencement of the work.

METHOD OF MEASUREMENT

101-4.0 General. This price shall be full compensation for all labor, equipment, tools, and incidentals necessary to complete this item**.** Only accepted work will be measured. Damage to buildings, building components, or other adjacent structures, due to the Contractor's actions, shall be evaluated by a Structural Engineer or Architect registered in the State of Montana. Contractor shall bear all cost associated with such Engineer or Architect, and all cost associated with repair of damaged items. Damage repairs require pre-approval by Owner.

101-4.1 Pavement Removal, Asphalt. The unit of measurement for pavement removal shall be the number of square yards (square meters) removed by the Contractor. Any pavement removed outside the limits of removal because the pavement was damaged by negligence on the part of the Contractor shall not be included in the measurement for payment. No direct measurement or payment shall be made for saw cutting. Saw cutting shall be incidental to pavement removal.

BASIS OF PAYMENT

101-5.1 Payment. Payment shall be made at contract unit price for the unit of measurement as specified above. This price shall be full compensation for furnishing all materials and for all preparation, hauling, and placing of the material and for all labor, equipment, tools, and incidentals necessary to complete this item.

Item P-101-5.1 Pavement Removal, Asphalt – per square yard

REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

Advisory Circulars (AC)

AC 150/5380-6 Guidelines and Procedures for Maintenance of Airport Pavements.

ASTM International (ASTM)

ASTM D6690 Standard Specification for Joint and Crack Sealants, Hot Applied, for Concrete and Asphalt Pavements

END OF ITEM P-101

Item P-151 Clearing and Grubbing

DESCRIPTION

151-1.1 This item shall consist of clearing or clearing and grubbing, including the disposal of materials, for all areas within the limits designated on the plans or as required by the Resident Project Representative (RPR).

a. Clearing shall consist of the cutting and removal of all trees, stumps, brush, logs, hedges, the removal of fences and other loose or projecting material from the designated areas. The grubbing of stumps and roots will not be required.

b. Clearing and grubbing shall consist of clearing the surface of the ground of the designated areas of all trees, stumps, down timber, logs, snags, brush, undergrowth, hedges, heavy growth of grass or weeds, fences, structures, debris, and rubbish of any nature, natural obstructions or such material which in the opinion of the RPR is unsuitable for the foundation of strips, pavements, or other required structures, including the grubbing of stumps, roots, matted roots, foundations, and the disposal from the project of all spoil materials resulting from clearing and grubbing.

c. Tree Removal. Tree Removal shall consist of the cutting and removal of isolated single trees or isolated groups of trees, and the grubbing of stumps and roots. The removal of all the trees of this classification shall be in accordance with the requirements for the particular area being cleared.

CONSTRUCTION METHODS

151-2.1 General. The areas denoted on the plans to be cleared and grubbed shall be staked on the ground by the RPR.

The removal of existing structures and utilities required to permit orderly progress of work shall be accomplished by local agencies, unless otherwise shown on the plans. Whenever a telephone pole, pipeline, conduit, sewer, roadway, or other utility is encountered and must be removed or relocated, the Contractor shall advise the RPR who will notify the proper local authority or owner to secure prompt action.

151-2.1.1 Disposal. All materials removed by clearing or by clearing and grubbing shall be disposed of outside the Airport's limits at the Contractor's responsibility, except when otherwise directed by the RPR. As far as practicable, waste concrete and masonry shall be placed on slopes of embankments or channels. When embankments are constructed of such material, this material shall be placed in accordance with requirements for formation of embankments. Any broken concrete or masonry that cannot be used in construction and all other materials not considered suitable for use elsewhere, shall be disposed of by the Contractor. In no case, shall any discarded materials be left in windrows or piles adjacent to or within the airport limits. The manner and location of disposal of materials shall be subject to the approval of the RPR and shall not create an unsightly or objectionable view. When the Contractor is required to locate a disposal area outside the airport property limits, the Contractor shall obtain and file with the

RPR permission in writing from the property owner for the use of private property for this purpose.

151-2.1.2 Blasting. Blasting shall not be allowed.

151-2.2 Clearing. The Contractor shall clear the staked or indicated area of all materials as indicated on the plans. Trees unavoidably falling outside the specified clearing limits must be cut up, removed, and disposed of in a satisfactory manner. To minimize damage to trees that are to be left standing, trees shall be felled toward the center of the area being cleared. The Contractor shall preserve and protect from injury all trees not to be removed. The trees, stumps, and brush shall be cut flush with the original ground surface. The grubbing of stumps and roots will not be required.

Fences shall be removed and disposed of as directed by the RPR. Fence wire shall be neatly rolled and the wire and posts stored on the airport if they are to be used again, or stored at a location designated by the RPR if the fence is to remain the property of a local owner or authority.

151-2.3 Clearing and grubbing. In areas designated to be cleared and grubbed, all stumps, roots, buried logs, brush, grass, and other unsatisfactory materials as indicated on the plans, shall be removed, except where embankments exceeding 3-1/2 feet (105 cm) in depth will be constructed outside of paved areas. For embankments constructed outside of paved areas, all unsatisfactory materials shall be removed, but sound trees, stumps, and brush can be cut off flush with the original ground and allowed to remain. Tap roots and other projections over 1-1/2 inches (38 mm) in diameter shall be grubbed out to a depth of at least 18 inches (0.5 m) below the finished subgrade or slope elevation.

Any buildings and miscellaneous structures that are shown on the plans to be removed shall be demolished or removed, and all materials shall be disposed of by removal from the site. The cost of removal is incidental to this item. The remaining or existing foundations, wells, cesspools, and like structures shall be destroyed by breaking down the materials of which the foundations, wells, cesspools, etc., are built to a depth at least 2 feet (60 cm) below the existing surrounding ground. Any broken concrete, blocks, or other objectionable material that cannot be used in backfill shall be removed and disposed of at the Contractor’s expense. The holes or openings shall be backfilled with acceptable material and properly compacted.

All holes in embankment areas remaining after the grubbing operation shall have the sides of the holes flattened to facilitate filling with acceptable material and compacting as required in Item P-152. The same procedure shall be applied to all holes remaining after grubbing in areas where the depth of holes exceeds the depth of the proposed excavation.

METHOD OF MEASUREMENT

151-3.1 The quantity of tree removal as shown on the plans shall be the per lump sum of land specifically cleared.

BASIS OF PAYMENT

151-4.1 Payment shall be made at the contract unit price per lump sum for tree removal. This price shall be full compensation for furnishing all materials and for all labor, equipment, tools, and incidentals necessary to complete the item.

Payment will be made under:

Item P-152-4.1	Tree Removal – per lump sum

END OF ITEM P-151

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Item P-152 Excavation, Subgrade, and Embankment

DESCRIPTION

152-1.1 This item covers excavation, disposal, placement, and compaction of all materials within the limits of the work required to construct safety areas, runways, taxiways, aprons, and intermediate areas as well as other areas for drainage, building construction, parking, or other purposes in accordance with these specifications and in conformity to the dimensions and typical sections shown on the plans.

152-1.2 Classification. All material excavated shall be classified as defined below:

a. Unclassified excavation. Unclassified excavation shall consist of the excavation and disposal of all material, regardless of its nature.

152-1.3 Unsuitable excavation. Unsuitable material shall be disposed in designated waste areas as shown on the plans. Materials containing vegetable or organic matter, such as muck, peat, organic silt, or sod shall be considered unsuitable for use in embankment construction. Material suitable for topsoil may be used on the embankment slope when approved by the RPR.

CONSTRUCTION METHODS

152-2.1 General. Before beginning excavation, grading, and embankment operations in any area, the area shall be cleared or cleared and grubbed in accordance with Item P-151.

The suitability of material to be placed in embankments shall be subject to approval by the RPR. All unsuitable material shall be disposed of in waste areas as shown on the plans. All waste areas shall be graded to allow positive drainage of the area and adjacent areas. The surface elevation of waste areas shall be specified on the plans or approved by the RPR.

When the Contractor's excavating operations encounter artifacts of historical or archaeological significance, the operations shall be temporarily discontinued and the RPR notified per Section 70, paragraph 70-20. At the direction of the RPR, the Contractor shall excavate the site in such a manner as to preserve the artifacts encountered and allow for their removal. Such excavation will be paid for as extra work.

Areas outside the limits of the pavement areas where the top layer of soil has become compacted by hauling or other Contractor activities shall be scarified and disked to a depth of 4 inches (100 mm), to loosen and pulverize the soil. Stones or rock fragments larger than 4 inches (100 mm) in their greatest dimension will not be permitted in the top 6 inches (150 mm) of the subgrade.

If it is necessary to interrupt existing surface drainage, sewers or under-drainage, conduits, utilities, or similar underground structures, the Contractor shall be responsible for and shall take all necessary precautions to preserve them or provide temporary services. When such facilities are encountered, the Contractor shall notify the RPR, who shall arrange for their removal if necessary. The Contractor, at their own expense, shall satisfactorily repair or pay the cost of all damage to such facilities or structures that may result from any of the Contractor's operations during the period of the contract.

a. Blasting. Blasting shall not be allowed.

152-2.2 Excavation. No excavation shall be started until the work has been staked out by the Contractor and the RPR has obtained from the Contractor, the survey notes of the elevations and measurements of the ground surface. The Contractor and RPR shall agree that the original ground lines shown on the original topographic mapping are accurate, or agree to any adjustments made to the original ground lines.

Digital terrain model (DTM) files of the existing surfaces, finished surfaces and other various surfaces were used to develop the design plans.

Existing grades on the design cross sections or DTM's, where they do not match the locations of actual spot elevations shown on the topographic map, were developed by computer interpolation from those spot elevations. Prior to disturbing original grade, Contractor shall verify the accuracy of the existing ground surface by verifying spot elevations at the same locations where original field survey data was obtained as indicated on the topographic map. Contractor shall recognize that, due to the interpolation process, the actual ground surface at any particular location may differ somewhat from the interpolated surface shown on the design cross sections or obtained from the DTM's. Contractor's verification of original ground surface, however, shall be limited to verification of spot elevations as indicated herein, and no adjustments will be made to the original ground surface unless the Contractor demonstrates that spot elevations shown are incorrect. For this purpose, spot elevations which are within 0.1 foot (30 mm) of the stated elevations for ground surfaces, or within 0.04 foot (12 mm) for hard surfaces (pavements, buildings, foundations, structures, etc.) shall be considered "no change". Only deviations in excess of these will be considered for adjustment of the original ground surface. If Contractor's verification identifies discrepancies in the topographic map, Contractor shall notify the RPR in writing at least two weeks before disturbance of existing grade to allow sufficient time to verify the submitted information and make adjustments to the design cross sections or DTM's. Disturbance of existing grade in any area shall constitute acceptance by the Contractor of the accuracy of the original elevations shown on the topographic map for that area.

All areas to be excavated shall be stripped of vegetation and topsoil. Topsoil shall be stockpiled for future use in areas designated on the plans or by the RPR. All suitable excavated material shall be used in the formation of embankment, subgrade, or other purposes **as** shown on the plans. All unsuitable material shall be disposed of as shown on the plans.

The grade shall be maintained so that the surface is well drained at all times.

When the volume of the excavation exceeds that required to construct the embankments to the grades as indicated on the plans, the excess shall be used to grade the areas of ultimate development or disposed as directed by the RPR. When the volume of excavation is not sufficient for constructing the embankments to the grades indicated, the deficiency shall be obtained from borrow areas.

a. Selective grading. When selective grading is indicated on the plans, the more suitable material designated by the RPR shall be used in constructing the embankment or in capping the pavement subgrade. If, at the time of excavation, it is not possible to place this material in its final location, it shall be stockpiled in approved areas until it can be placed. The more suitable material shall then be placed and compacted as specified. Selective grading shall be considered incidental to the work involved. The cost of stockpiling and placing the material shall be included in the various pay items of work involved.

b. Undercutting. Rock, shale, hardpan, loose rock, boulders, or other material unsatisfactory for safety areas, subgrades, roads, shoulders, or any areas intended for turf shall

be excavated to a minimum depth of 12 inches (300 mm) below the subgrade or to the depth specified by the RPR. Muck, peat, matted roots, or other yielding material, unsatisfactory for subgrade foundation, shall be removed to the depth specified. Unsuitable materials shall be disposed of at locations shown on the plans. This excavated material shall be paid for at the contract unit price per cubic yard (per cubic meter) for unclassified excavation. The excavated area shall be backfilled with suitable material obtained from the grading operations or borrow areas and compacted to specified densities. The necessary backfill will constitute a part of the embankment. Where rock cuts are made, backfill with select material. Any pockets created in the rock surface shall be drained in accordance with the details shown on the plans. Undercutting will be paid as unclassified excavation.

c. Over-break. Over-break, including slides, is that portion of any material displaced or loosened beyond the finished work as planned or authorized by the RPR. All over-break shall be graded or removed by the Contractor and disposed of as directed by the RPR. The RPR shall determine if the displacement of such material was unavoidable and their own decision shall be final. Payment will not be made for the removal and disposal of over-break that the RPR determines as avoidable. Unavoidable over-break will be classified as “Unclassified Excavation.”

d. Removal of utilities. The removal of existing structures and utilities required to permit the orderly progress of work will be accomplished by the Contractor as indicated on the plans. All existing foundations shall be excavated at least 2 feet (60 cm) below the top of subgrade or as indicated on the plans, and the material disposed of as directed by the RPR. All foundations thus excavated shall be backfilled with suitable material and compacted as specified for embankment or as shown on the plans.

152-2.3 Borrow excavation. Borrow areas are not required.

152-2.4 Drainage excavation. Drainage excavation shall consist of excavating drainage ditches including intercepting, inlet, or outlet ditches; or other types as shown on the plans. The work shall be performed in sequence with the other construction. Ditches shall be constructed prior to starting adjacent excavation operations. All satisfactory material shall be placed in embankment fills; unsuitable material shall be placed in designated waste areas or as directed by the RPR. All necessary work shall be performed true to final line, elevation, and cross-section. The Contractor shall maintain ditches constructed on the project to the required cross-section and shall keep them free of debris or obstructions until the project is accepted.

152-2.5 Preparation of cut areas or areas where existing pavement has been removed. In those areas on which a subbase or base course is to be placed, the top 12 inches (300 mm) of subgrade shall be compacted to not less than 100 % of maximum density for non-cohesive soils, and 95% of maximum density for cohesive soils as determined by ASTM D698. As used in this specification, "non-cohesive" shall mean those soils having a plasticity index (PI) of less than 3 as determined by ASTM D4318.

152-2.6 Preparation of embankment area. All sod and vegetative matter shall be removed from the surface upon which the embankment is to be placed. The cleared surface shall be broken up by plowing or scarifying to a minimum depth of 6 inches (150 mm) and shall then be compacted per paragraph 152-2.10.

Sloped surfaces steeper than one (1) vertical to four (4) horizontal shall be plowed, stepped, benched, or broken up so that the fill material will bond with the existing material. When the subgrade is part fill and part excavation or natural ground, the excavated or natural ground portion shall be scarified to a depth of 12 inches (300 mm) and compacted as specified for the adjacent fill.

No direct payment shall be made for the work performed under this section. The necessary clearing and grubbing and the quantity of excavation removed will be paid for under the respective items of work.

152-2.7 Control Strip. The first half-day of construction of subgrade and/or embankment shall be considered as a control strip for the Contractor to demonstrate, in the presence of the RPR, that the materials, equipment, and construction processes meet the requirements of this specification. The sequence and manner of rolling necessary to obtain specified density requirements shall be determined. The maximum compacted thickness may be increased to a maximum of 12 inches (300 mm) upon the Contractor's demonstration that approved equipment and operations will uniformly compact the lift to the specified density. The RPR must witness this demonstration and approve the lift thickness prior to full production.

Control strips that do not meet specification requirements shall be reworked, re-compacted, or removed and replaced at the Contractor's expense. Full operations shall not begin until the control strip has been accepted by the RPR. The Contractor shall use the same equipment, materials, and construction methods for the remainder of construction, unless adjustments made by the Contractor are approved in advance by the RPR.

152-2.8 Formation of embankments. The material shall be constructed in lifts as established in the control strip, but not less than 6 inches (150 mm) nor more than 12 inches (300 mm) of compacted thickness.

When more than one lift is required to establish the layer thickness shown on the plans, the construction procedure described here shall apply to each lift. No lift shall be covered by subsequent lifts until tests verify that compaction requirements have been met. The Contractor shall rework, re-compact and retest any material placed which does not meet the specifications.

The lifts shall be placed, to produce a soil structure as shown on the typical cross-section or as directed by the RPR. Materials such as brush, hedge, roots, stumps, grass and other organic matter, shall not be incorporated or buried in the embankment.

Earthwork operations shall be suspended at any time when satisfactory results cannot be obtained due to rain, freezing, or other unsatisfactory weather conditions in the field. Frozen material shall not be placed in the embankment nor shall embankment be placed upon frozen material. Material shall not be placed on surfaces that are muddy, frozen, or contain frost. The Contractor shall drag, blade, or slope the embankment to provide surface drainage at all times.

The material in each lift shall be within ±2% of optimum moisture content before rolling to obtain the prescribed compaction. The material shall be moistened or aerated as necessary to achieve a uniform moisture content throughout the lift. Natural drying may be accelerated by blending in dry material or manipulation alone to increase the rate of evaporation.

The Contractor shall make the necessary corrections and adjustments in methods, materials or moisture content to achieve the specified embankment density.

The Contractor will take samples of excavated materials which will be used in embankment for testing to develop a Moisture-Density Relations of Soils Report (Proctor) in accordance with ASTM D698. A new Proctor shall be developed for each soil type based on visual classification.

Density tests will be taken by the Contractor for every 1,200 square yards of compacted embankment for each lift which is required to be compacted, or other appropriate frequencies as determined by the RPR.

If the material has greater than 30% retained on the 3/4-inch (19.0 mm) sieve, follow AASHTO T-180 Annex Correction of maximum dry density and optimum moisture for oversized particles.

Rolling operations shall be continued until the embankment is compacted to not less than 100% of maximum density for non-cohesive soils, and 95% of maximum density for cohesive soils as determined by ASTM D698. Under all areas to be paved, the embankments shall be compacted to a depth of 12 inches and to a density of not less than 100 percent of the maximum density as determined by ASTM D698. As used in this specification, "non-cohesive" shall mean those soils having a plasticity index (PI) of less than 3 as determined by ASTM D4318.

On all areas outside of the pavement areas, no compaction will be required on the top 4 inches (100 mm) which shall be prepared for a seedbed in accordance with Item T-901.

The in-place field density shall be determined in accordance with ASTM 6938 using Procedure A, the direct transmission method, and ASTM D6938 shall be used to determine the moisture content of the material. The machine shall be calibrated in accordance with ASTM D6938. The Contractor's laboratory shall perform all density tests in the RPR's presence and provide the test results upon completion to the RPR for acceptance. If the specified density is not attained, the area represented by the test or as designated by the RPR shall be reworked and/or re-compacted and additional random tests made. This procedure shall be followed until the specified density is reached.

Compaction areas shall be kept separate, and no lift shall be covered by another lift until the proper density is obtained.

During construction of the embankment, the Contractor shall route all construction equipment evenly over the entire width of the embankment as each lift is placed. Lift placement shall begin in the deepest portion of the embankment fill. As placement progresses, the lifts shall be constructed approximately parallel to the finished pavement grade line.

When rock, concrete pavement, asphalt pavement, and other embankment material are excavated at approximately the same time as the subgrade, the material shall be incorporated into the outer portion of the embankment and the subgrade material shall be incorporated under the future paved areas. Stones, fragmentary rock, and recycled pavement larger than 4 inches (100 mm) in their greatest dimensions will not be allowed in the top 12 inches (300 mm) of the subgrade. Rockfill shall be brought up in lifts as specified or as directed by the RPR and the finer material shall be used to fill the voids forming a dense, compact mass. Rock, cement concrete pavement, asphalt pavement, and other embankment material shall not be disposed of except at places and in the manner designated on the plans or by the RPR.

When the excavated material consists predominantly of rock fragments of such size that the material cannot be placed in lifts of the prescribed thickness without crushing, pulverizing or further breaking down the pieces, such material may be placed in the embankment as directed in lifts not exceeding 2 feet (60 cm) in thickness. Each lift shall be leveled and smoothed with suitable equipment by distribution of spalls and finer fragments of rock. The lift shall not be constructed above an elevation 4 feet (1.2 m) below the finished subgrade.

Payment for compacted embankment will be made under embankment in-place and payment will be made separate for excavation, borrow, or other items.

152-2.9 Proof rolling. The purpose of proof rolling the subgrade is to identify any weak areas in the subgrade and not for compaction of the subgrade. Before start of embankment, and after compaction is completed, the subgrade area shall be proof rolled with a 20 ton (18.1 metric ton) Tandem axle Dual Wheel Dump Truck loaded to the legal limit with tires inflated to 80/100/150 psi (0.551 MPa/0.689 MPa/1.034 MPa) in the presence of the RPR. Apply a minimum of one coverage, or as specified by the RPR, under pavement areas. A coverage is defined as the application of one tire print over the designated area. Soft areas of subgrade that

deflect more than 1 inch (25 mm) or show permanent deformation greater than 1 inch (25 mm) shall be removed and replaced with suitable material or reworked to conform to the moisture content and compaction requirements in accordance with these specifications. Removal and replacement of soft areas is incidental to this item.

152-2.10 Compaction requirements. The subgrade under areas to be paved shall be compacted to a depth of 12 inches (300 mm) and to a density of not less than 100 percent of the maximum dry density as determined by ASTM D698. The subgrade in areas outside the limits of the pavement areas shall be compacted to a depth of 12 inches (300 mm) and to a density of not less than 95 percent of the maximum density as determined by ASTM D698.

The material to be compacted shall be within ±2% of optimum moisture content before being rolled to obtain the prescribed compaction (except for expansive soils). When the material has greater than 30 percent retained on the ¾ inch (19.0 mm) sieve, follow the methods in ASTM D698**,** ASTM D1557, or procedures in AASHTO T180 Annex for correction of maximum dry density and optimum moisture for oversized particles**.** Tests for moisture content and compaction will be taken at a minimum of 1,200 S.Y. of subgrade. All quality assurance testing shall be done by the Contractor's laboratory in the presence of the RPR, and density test results shall be furnished upon completion to the RPR for acceptance determination**.**

The in-place field density shall be determined in accordance with ASTM D6938 using Procedure A, the direct transmission method, and ASTM D6938 shall be used to determine the moisture content of the material. The machine shall be calibrated in accordance with ASTM D6938 within 12 months prior to its use on this contract. The gage shall be field standardized daily.

Maximum density refers to maximum dry density at optimum moisture content unless otherwise specified.

If the specified density is not attained, the entire lot shall be reworked and/or re-compacted and additional random tests made. This procedure shall be followed until the specified density is reached.

All cut-and-fill slopes shall be uniformly dressed to the slope, cross-section, and alignment shown on the plans or as directed by the RPR and the finished subgrade shall be maintained.

152-2.11 Finishing and protection of subgrade. Finishing and protection of the subgrade is incidental to this item. Grading and compacting of the subgrade shall be performed so that it will drain readily. All low areas, holes or depressions in the subgrade shall be brought to grade. Scarifying, blading, rolling and other methods shall be performed to provide a thoroughly compacted subgrade shaped to the lines and grades shown on the plans. All ruts or rough places that develop in the completed subgrade shall be graded, re-compacted, and retested. The Contractor shall protect the subgrade from damage and limit hauling over the finished subgrade to only traffic essential for construction purposes.

The Contractor shall maintain the completed course in satisfactory condition throughout placement of subsequent layers. No subbase, base, or surface course shall be placed on the subgrade until the subgrade has been accepted by the RPR.

152-2.12 Haul. All hauling will be considered a necessary and incidental part of the work. The Contractor shall include the cost in the contract unit price for the pay of items of work involved. No payment will be made separately or directly for hauling on any part of the work.

The Contractor's equipment shall not cause damage to any excavated surface, compacted lift or to the subgrade as a result of hauling operations. Any damage caused as a result of the Contractor's hauling operations shall be repaired at the Contractor's expense.

The Contractor shall be responsible for providing, maintaining and removing any haul roads or routes within or outside of the work area, and shall return the affected areas to their former condition, unless otherwise authorized in writing by the Owner. No separate payment will be made for any work or materials associated with providing, maintaining and removing haul roads or routes.

152-2.13 Surface Tolerances. In those areas on which a subbase or base course is to be placed, the surface shall be tested for smoothness and accuracy of grade and crown. Any portion lacking the required smoothness or failing in accuracy of grade or crown shall be scarified to a depth of at least 3 inches (75 mm), reshaped and re-compacted to grade until the required smoothness and accuracy are obtained and approved by the RPR. The Contractor shall perform all final smoothness and grade checks in the presence of the RPR. Any deviation in surface tolerances shall be corrected by the Contractor at the Contractor's expense.

a. **Smoothness.** The finished surface shall not vary more than +/- ½ inch (12 mm) when tested with a 12-foot (3.7-m) straightedge applied parallel with and at right angles to the centerline. The straightedge shall be moved continuously forward at half the length of the 12-foot (3.7-m) straightedge for the full length of each line on a 50-foot (15-m) grid.

b. **Grade.** The grade and crown shall be measured on a 50-foot (15-m) grid and shall be within +/-0.05 feet (15 mm) of the specified grade.

On safety areas, turfed areas and other designated areas within the grading limits where no subbase or base is to placed, grade shall not vary more than 0.10 feet (30 mm) from specified grade. Any deviation in excess of this amount shall be corrected by loosening, adding or removing materials, and reshaping.

152-2.14 Topsoil. When topsoil is specified or required as shown on the plans or under Item T-905, it shall be salvaged from stripping or other grading operations. The topsoil shall meet the requirements of Item T-905. If, at the time of excavation or stripping, the topsoil cannot be placed in its final section of finished construction, the material shall be stockpiled at approved locations. Stockpiles shall be located as shown on the plans and the approved CSPP, and shall not be placed on areas that subsequently will require any excavation or embankment fill. If, in the judgment of the RPR, it is practical to place the salvaged topsoil at the time of excavation or stripping, the material shall be placed in its final position without stockpiling or further re-handling.

Upon completion of grading operations, stockpiled topsoil shall be handled and placed as shown on the plans and as required in Item T-905. Topsoil shall be paid for as provided in Item T-905. No direct payment will be made for topsoil under Item P-152.

152-2.15 Exploratory Excavation. This item applies to excavations conducted to verify the location of existing utilities as determined necessary by the Engineer. The type of exploration shall be selected based upon the excavation depth and specific site.

152-2.16 Watering.

152-2.16-1 This item shall consist of furnishing and applying water required in the compaction of embankments, subgrades, subbases, base courses, and for other purposes in accordance with the requirements of these specifications or as directed by the Engineer.

152-2.16-2 Water, when required, shall be applied at the locations, in the amounts, and during the hours, including nights, as directed by the Engineer. An adequate water supply shall be provided by the Contractor. The equipment used for watering shall be of ample capacity and

of such design as to assure uniform application of water in the amounts directed by the Engineer.

152-2.16-3 The Contractor may purchase water for construction needs from the City of Billings using hydrants on the Airport property. Rates are: $3.04/CCF plus a line charge of $100.00, plus a 5% markup of the total; payment to be made to the Airport. The Contractor will coordinate with the Engineer and the Owner for location of the hydrant to be used and the installation of a Contractor provided and Owner approved metering device. Failure of Contractor to maintain the water source in an acceptable manner will result in discontinuance of water being available from the Owner. If the Contractor makes such purchases, he/she shall coordinate his/her draws with the Airport, avoiding draws that might limit fire-fighting abilities or restrict water use at the Airport. The Contractor shall not -- under any circumstances -- draw water cumulatively (from all points of draw) at a rate greater than 500 gpm between 7:00 a.m. and 10:00 p.m., or greater than 1,000 gpm between 10:00 p.m. and 7:00 a.m.

Note: The Owner reserves the right to order the Contractor to stop using City water immediately in the event of a fire or other emergency.

The contractor is responsible for verifying the initial and final meter readings with the Engineer.

METHOD OF MEASUREMENT

152-3.0 Measurement for payment specified by the cubic yard (cubic meter) shall be computed by the average end areas of design cross sections or the comparison of digital terrain model (DTM) surfaces for computation of neat line design quantities. The end area is that bound by the original ground line established by field cross-sections and the final theoretical pay line established by cross-sections shown on the plans, subject to verification by the RPR.

152-3.1 The quantity of unclassified excavation to be paid for shall be the number of cubic yards (cubic meters) measured in its original position. Measurement shall not include the quantity of materials excavated without authorization beyond normal slope lines, or the quantity of material used for purposes other than those directed.

152-3.2 Exploratory Excavation. Equipment time for exploratory excavation shall be measured to the nearest half hour that the equipment is in use (as authorized by the Engineer) for exploratory excavation and backfilling including standby time between excavation and backfilling to allow the Engineer to survey the underground utilities.

152-3.3 The quantity of embankment in place shall be the number of cubic yards (cubic meters) measured in its final position.

152-3.4 Water will not be measured separately**.**

BASIS OF PAYMENT

152-4.1 Unclassified excavation payment shall be made at the contract unit price per cubic yard (cubic meter). This price shall be full compensation for furnishing all materials, labor, equipment, tools, and incidentals necessary to complete the item.

152-4.2 Exploratory Excavation payment shall be made at the contract unit price per hour, which price shall include providing the equipment on-site, manned and fueled, plus a laborer with a shovel to help expose the utilities and any trench safety equipment required due to the

depth of the existing utility. Where exploratory excavation is outside the construction limits, payment shall also include any required compaction or backfill below finished subgrade.

152-4.3 For embankment in place, payment shall be made at the contract unit price per cubic yard (cubic meter). This price shall be full compensation for furnishing all materials, labor, equipment, tools, and incidentals necessary to complete the item.

152-4.4 Water: the performance of this work, including providing and maintaining water plant(s), shall not be paid for directly, but shall be considered as a subsidiary obligation of the Contractor covered under other contract items.

Payment will be made under:

Item P-152-4.1	Unclassified Excavation - per cubic yard (cubic meter)
Item P-152-4.2	Exploratory Excavation - per hour
Item P-152-4.3	Embankment in place - per cubic yard (cubic meter)

REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

American Association of State Highway and Transportation Officials (AASHTO)

AASHTO T-180	Standard Method of Test for Moisture-Density Relations of Soils Using a 4.54-kg (10-lb) Rammer and a 457-mm (18-in.) Drop

ASTM International (ASTM)

ASTM D698	Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lbf/ft^3 (600 kN-m/m^3))
ASTM D1556	Standard Test Method for Density and Unit Weight of Soil in Place by the Sand-Cone Method
ASTM D1557	Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lbf/ft^3 (2700 kN-m/m^3))
ASTM D6938	Standard Test Methods for In-Place Density and Water Content of Soil and Soil-Aggregate by Nuclear Methods (Shallow Depth)

Advisory Circulars (AC)

AC 150/5370-2	Operational Safety on Airports During Construction Software

Software

FAARFIELD – FAA Rigid and Flexible Iterative Elastic Layered Design

U.S. Department of Transportation

FAA RD-76-66	Design and Construction of Airport Pavements on Expansive Soils

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Item P-208 Aggregate Base Course

DESCRIPTION

208-1.1 This item shall consist of a base course composed of course aggregate bonded with fine aggregate base. It shall be constructed on a prepared subgrade or subbase course per these specifications and shall conform to the dimensions and typical cross-section shown on the plans.

MATERIALS

208-2.1 Aggregate base. The aggregate base material shall consist of both fine and coarse aggregate. Material shall be clean, sound, durable particles and fragments of stone or gravel, crushed stone, or crushed gravel mixed or blended with sand, screenings, or other materials. Materials shall be handled and stored in accordance with all federal, state, and local requirements. The aggregate shall be free from clay lumps, organic matter, or other deleterious materials or coatings. The method used to produce the crushed gravel shall result in the fractured particles in the finished product as nearly constant and uniform as practicable. The fine aggregate portion, defined as the portion passing the No. 4 (4.75 mm) sieve produced in crushing operations, shall be incorporated in the base material to the extent permitted by the gradation requirements. Aggregate base material requirements are listed in the following table.

Aggregate Base Material Requirements

Material Test	Requirement	Standard
Coarse Aggregate		
Resistance to Degradation	Loss: 50% maximum	ASTM C131
Soundness of Aggregates by Use of Sodium Sulfate **or** Magnesium Sulfate	Loss after 5 cycles: 12% maximum using Sodium sulfate - or - 18% maximum using magnesium sulfate	ASTM C88
Percentage of Fractured Particles	Minimum 60% by weight of particles with at least two fractured faces and 75% with at least one fractured face[1]	ASTM D5821
Flat Particles, Elongated Particles, or Flat and Elongated Particles	10% maximum, by weight, of flat, elongated, or flat and elongated particles [2]	ASTM D4791
Clay lumps and friable particles	Less than or equal to 3 percent	ASTM C142
Fine Aggregate		
Liquid limit	Less than or equal to 25	ASTM D4318
Plasticity Index	Not more than five (5)	ASTM D4318

[1] The area of each face shall be equal to at least 75% of the smallest mid-sectional area of the piece. When two fractured faces are contiguous, the angle between the planes of fractures shall be at least 30 degrees to count as two fractured faces.

[2] A flat particle is one having a ratio of width to thickness greater than five (5); an elongated particle is one having a ratio of length to width greater than five (5).

208-2.2 Gradation requirements. The gradation of the aggregate base material shall meet the requirements of the gradation given in the following table when tested per ASTM C117 and ASTM C136. The gradation shall be well graded from coarse to fine and shall not vary from the lower limit on one sieve to the high limit on an adjacent sieve or vice versa.

Gradation of Aggregate Base

Sieve Size	Design Range Percentage by Weight passing	Contractor's Final Gradation	Job Control Grading Band Tolerances for Contractor's Final Gradation[1] Percent
2 inch (50 mm)	--		±0
1-1/2 inch (37.5 mm)	100		±5
1 inch (25.0 mm)	70-100		±8
3/4 inch (19.0 mm)	55-85		±8
No. 4 (4.75 mm)	30-60		±8
No. 40 (425 µm)	10-30		±5
No. 200 (75 µm)	5-10		±3

.

1 The "Job Control Grading Band Tolerances for Contractor's Final Gradation" in the table shall be applied to "Contractor's Final Gradation" to establish a job control grading band. The full tolerance still applies if application of the tolerances results in a job control grading band outside the design range.

2 The material finer than 0.02 mm shall be limited to a maximum of 3%.

3 The fraction of material passing the No. 200 (75 µm) sieve shall not exceed two-thirds the fraction passing the No. 40 (425 µm) sieve.

208-2.3 Sampling and testing.

a. Aggregate base materials. The Contractor shall take samples of the aggregate base in accordance with ASTM D75 to verify initial aggregate base requirements and gradation. Material shall meet the requirements in paragraphs 208-2.1 and 208-2.2. This sampling and testing will be the basis for approval of the aggregate base quality requirements.

b. Gradation requirements. The Contractor shall take at least two aggregate base samples per day in the presence of the Resident Project Representative (RPR) to check the final gradation. Sampling shall be per ASTM D75. Material shall meet the requirements in paragraph 208-2.2. The samples shall be taken from the in-place, un-compacted material at sampling points and intervals designated by the RPR.

208-2.4 Separation Geotextile. Not used.

CONSTRUCTION METHODS

208-3.1 Control strip. The first half-day of construction shall be considered the control strip. The Contractor shall demonstrate, in the presence of the RPR, that the materials, equipment, and construction processes meet the requirements of the specification. The sequence and manner of rolling necessary to obtain specified density requirements shall be determined. The maximum compacted thickness may be increased to a maximum of 12 inches (300 mm) upon the Contractor's demonstration that approved equipment and operations will uniformly compact the lift to the specified density. The RPR must witness this demonstration and approve the lift thickness prior to full production.

Control strips that do not meet specification requirements shall be reworked, re-compacted or removed and replaced at the Contractor's expense. Full operations shall not continue until the control strip has been accepted by the RPR. The Contractor shall use the same equipment, materials, and construction methods for the remainder of construction, unless adjustments made by the Contractor are approved by the RPR.

208-3.2 Preparing underlying subgrade and/or subbase. The underlying subgrade and/or subbase shall be checked and accepted by the RPR before base course placing and spreading operations begin. Re-proof rolling of the subgrade or proof rolling of the subbase in accordance with Item P-152, at the Contractor's expense, may be required by the RPR if the Contractor fails to ensure proper drainage or protect the subgrade and/or subbase. Any ruts or soft, yielding areas due to improper drainage conditions, hauling, or any other cause, shall be corrected before the base course is placed. To ensure proper drainage, the spreading of the base shall begin along the centerline of the pavement on a crowned section or on the high side of the pavement with a one-way slope.

208-3.3 Production. The aggregate shall be uniformly blended and, when at a satisfactory moisture content per paragraph 208-3.5, the approved material may be transported directly to the placement.

208-3.4 Placement. The aggregate shall be placed and spread on the prepared underlying layer by spreader boxes or other devices as approved by the RPR, to a uniform thickness and width. The equipment shall have positive thickness controls to minimize the need for additional manipulation of the material. Dumping from vehicles that require re-handling shall not be permitted. Hauling over the uncompacted base course shall not be permitted.

The aggregate shall meet gradation and moisture requirements prior to compaction. The base course layer shall be constructed in lifts as established in the control strip, but not less than 4 inches (100 mm) nor more than 12 inches (300 mm) of compacted thickness.

When more than one lift is required to establish the layer thickness shown on the plans, the construction procedure described here shall apply to each lift. No lift shall be covered by subsequent lifts until tests verify that compaction requirements have been met. The Contractor shall rework, re-compact and retest any material placed which does not meet the specifications at the Contractor's expense.

208-3.5 Compaction. Immediately upon completion of the spreading operations, compact each layer of the base course, as specified, with approved compaction equipment. The number, type, and weight of rollers shall be sufficient to compact the material to the required density within the same day that the aggregate is placed on the subgrade.

The field density of each compacted lift of material shall be at least 100% of the maximum density of laboratory specimens prepared from samples of the base material delivered to the jobsite. The laboratory specimens shall be compacted and tested in accordance with D698. The moisture content of the material during placing operations shall be within ±2 percentage points of the optimum moisture content as determined by ASTM D698. Maximum density refers to maximum dry density at optimum moisture content unless otherwise specified.

208-3.6 Weather limitations. Material shall not be placed unless the ambient air temperature is at least 40°F (4°C) and rising. Work on base course shall not be conducted when the subgrade or subbase is wet or frozen or the base material contains frozen material.

208-3.7 Maintenance. The base course shall be maintained in a condition that will meet all specification requirements. When material has been exposed to excessive rain, snow, or freeze-thaw conditions, prior to placement of additional material, the Contractor shall verify that

materials still meet all specification requirements. Equipment may be routed over completed sections of base course, provided that no damage results and the equipment is routed over the full width of the completed base course. Any damage resulting to the base course from routing equipment over the base course shall be repaired by the Contractor at their expense.

208-3.8 Surface tolerances. After the course has been compacted, the surface shall be tested for smoothness and accuracy of grade and crown. Any portion lacking the required smoothness or failing in accuracy of grade or crown shall be scarified to a depth of at least 3 inches (75 mm), reshaped and recompacted to grade until the required smoothness and accuracy are obtained and approved by the RPR. Any deviation in surface tolerances shall be corrected by the Contractor at the Contractor's expense. The smoothness and accuracy requirements specified here apply only to the top layer when base course is constructed in more than one layer.

a. Smoothness. The finished surface shall not vary more than 3/8-inch (9 mm) when tested with a 12-foot (3.7-m) straightedge applied parallel with and at right angles to the centerline. The straightedge shall be moved continuously forward at half the length of the 12-foot (3.7-m) straightedge for the full length of each line on a 50-foot (15-m) grid.

b. Grade. The grade and crown shall be measured on a 50-foot (15-m) grid and shall be within +0 and -1/2 inch (12 mm) of the specified grade.

208-3.9 Acceptance sampling and testing. Aggregate base course shall be accepted for density and thickness on an area basis. Two tests will be made for density and thickness for each 1200 square yards (1000 square meters). Sampling locations will be determined on a random basis per ASTM D3665.

a. **Density.** The Contractor's laboratory shall perform all density tests in the RPR's presence and provide the test results upon completion to the RPR for acceptance.

Each area shall be accepted for density when the field density is at least 100% of the maximum density of laboratory specimens compacted and tested per ASTM D1557 or D698. The in-place field density shall be determined per ASTM D6938 using Procedure A, the direct transmission method, and ASTM D6938 shall be used to determine the moisture content of the material. The machine shall be calibrated in accordance with ASTM D6938. If the specified density is not attained, the area represented by the failed test must be reworked and/or recompacted and two additional random tests made. This procedure shall be followed until the specified density is reached. Maximum density refers to maximum dry density at optimum moisture content unless otherwise specified.

b. Thickness. The thickness of the base course shall be within +0 and -1/2 inch (12 mm) of the specified thickness as determined by a comparison of the survey results from the grade acceptance of the underlaying layer and the final grade of the P-208 taken by the Contractor's independent surveyor in the presence of the RPR for each area. Where the thickness is deficient by more than 1/2-inch (12 mm), the Contractor shall correct such areas at no additional cost by scarifying to a depth of at least 3 inches (75 mm), adding new material of proper gradation, and the material shall be blended and recompacted to grade.

METHOD OF MEASUREMENT

208-4.1 The quantity of aggregate base course shall be measured by the number of cubic yards (cubic meters) of material actually constructed and accepted by the RPR as complying with the

plans and specifications. Base materials shall not be included in any other excavation quantities.

BASIS OF PAYMENT

208-5.1 Payment shall be made at the contract unit price per cubic yard (cubic meter) for aggregate base course. This price shall be full compensation for furnishing all materials and for all operations, hauling, placing, and compacting of these materials, and for all labor, equipment, tools, and incidentals necessary to complete the item.

Payment will be made under:

Item P-208-5.1	1 ½-inch Crushed Aggregate Base Course - per cubic yard (cubic meter)

REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

ASTM International (ASTM)

ASTM C29	Standard Test Method for Bulk Density (“Unit Weight”) and Voids in Aggregate
ASTM C88	Standard Test Method for Soundness of Aggregates by Use of Sodium Sulfate or Magnesium Sulfate
ASTM C117	Standard Test Method for Materials Finer than 75-µm (No. 200) Sieve in Mineral Aggregates by Washing
ASTM C131	Standard Test Method for Resistance to Degradation of Small-Size Coarse Aggregate by Abrasion and Impact in the Los Angeles Machine
ASTM C136	Standard Test Method for Sieve or Screen Analysis of Fine and Coarse Aggregates
ASTM C142	Standard Test Method for Clay Lumps and Friable Particles in Aggregates
ASTM D75	Standard Practice for Sampling Aggregates
ASTM D698	Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lbf/ft^3 (600 kN-m/m^3))
ASTM D1556	Standard Test Method for Density and Unit Weight of Soil in Place by the Sand-Cone Method
ASTM D1557	Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lbf/ft^3 (2700 kN-m/m^3))
ASTM D2167	Standard Test Method for Density and Unit Weight of Soil in Place by the Rubber Balloon Method
ASTM D2487	Standard Practice for Classification of Soils for Engineering Purposes (Unified Soil Classification System)

ASTM D3665	Standard Practice for Random Sampling of Construction Materials
ASTM D4318	Standard Test Methods for Liquid Limit, Plastic Limit, and Plasticity Index of Soils
ASTM D4491	Standard Test Methods for Water Permeability of Geotextiles by Permittivity
ASTM D4643	Standard Test Method for Determination of Water Content of Soil and Rock by Microwave Oven Heating
ASTM D4751	Standard Test Methods for Determining Apparent Opening Size of a Geotextile
ASTM D4791	Standard Test Method for Flat Particles, Elongated Particles, or Flat and Elongated Particles in Coarse Aggregate
ASTM D5821	Standard Test Method for Determining the Percentage of Fractured Particles in Coarse Aggregate
ASTM D6938	Standard Test Method for In-Place Density and Water Content of Soil and Soil-Aggregate by Nuclear Methods (Shallow Depth)
ASTM D7928	Standard Test Method for Particle-Size Distribution (Gradation) of Fine-Grained Soils Using the Sedimentation (Hydrometer) Analysis

American Association of State Highway and Transportation Officials (AASHTO)

M288	Standard Specification for Geosynthetic Specification for Highway Applications

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Item D-701 Pipe for Storm Drains and Culverts

DESCRIPTION

701-1.1 This item shall consist of the construction of pipe culverts and storm drains in accordance with these specifications and in reasonably close conformity with the lines and grades shown on the plans.

MATERIALS

701-2.1 Materials shall meet the requirements shown on the plans and specified below. Underground piping and components used in drainage systems for terminal and aircraft fueling ramp drainage shall be noncombustible and inert to fuel in accordance with National Fire Protection Association (NFPA) 415.

701-2.2 Pipe. The pipe shall be of the type called for on the plans or in the proposal and shall be in accordance with the following appropriate requirements:

ASTM C76	Standard Specification for Reinforced Concrete Culvert, Storm Drain, and Sewer Pipe
ASTM C1840	Standard Practice for Inspection and Acceptance of Installed Reinforced Concrete Culvert, Storm Drain, and Storm Sewer Pipe

701-2.3 Concrete. Not used.

701-2.4 Rubber gaskets. Rubber gaskets for rigid pipe shall conform to the requirements of ASTM C443.

701-2.5 Joint mortar. Not used.

701-2.6 Joint fillers. Not used**.**

701-2.7 Plastic gaskets. Not used.

701-2.8. Controlled low-strength material (CLSM). Controlled low-strength material shall conform to the requirements of Item P-153. When CLSM is used, all joints shall have gaskets.

701-2.9 Precast box culverts. Manufactured in accordance with and conforming to ASTM C1433.

701-2.10 Precast concrete pipe. Precast concrete structures shall be furnished by a plant meeting National Precast Concrete Association Plant Certification Program or American Concrete Pipe Association QCast Certification Program.

CONSTRUCTION METHODS

701-3.1 Excavation. The width of the pipe trench shall be sufficient to permit satisfactory jointing of the pipe and thorough tamping of the bedding material under and around the pipe, but it shall not be less than the external diameter of the pipe plus 12 inches (300 mm) on each side. The trench walls shall be approximately vertical.

The Contractor shall comply with all current federal, state and local rules and regulations governing the safety of men and materials during the excavation, installation and backfilling operations. Specifically, the Contractor shall observe that all requirements of the Occupational Safety and Health Administration (OSHA) relating to excavations, trenching and shoring are strictly adhered to. The width of the trench shall be sufficient to permit satisfactorily jointing of the pipe and thorough compaction of the bedding material under the pipe and backfill material around the pipe, but it shall not be greater than the widths shown on the plans trench detail.

Where rock, hardpan, or other unyielding material is encountered, the Contractor shall remove it from below the foundation grade for a depth of at least 8 inch (200 mm) or 1/2 inch (12 mm) for each foot of fill over the top of the pipe (whichever is greater) but for no more than three-quarters of the nominal diameter of the pipe. The excavation below grade should be filled with granular material to form a uniform foundation.

Where a firm foundation is not encountered at the grade established, due to soft, spongy, or other unstable soil, the unstable soil shall be removed and replaced with approved granular material for the full trench width. The RPR shall determine the depth of removal necessary. The granular material shall be compacted to provide adequate support for the pipe.

The excavation for pipes placed in embankment fill shall not be made until the embankment has been completed to a height above the top of the pipe as shown on the plans.

701-3.2 Bedding. The bedding surface for the pipe shall provide a foundation of uniform density to support the pipe throughout its entire length.

a. Rigid pipe. The pipe bedding shall be constructed uniformly for the full length of the pipe barrel, as required on the plans. The maximum aggregate size shall be 1 in when the bedding thickness is less than 6 inches, and 1-1/2 in when the bedding thickness is greater than 6 inches. Bedding shall be loosely placed uncompacted material under the middle third of the pipe prior to placement of the pipe.

b. Flexible pipe. For flexible pipe, the bed shall be roughly shaped to fit the pipe, and a bedding blanket of sand or fine granular material shall be provided as follows:

Flexible Pipe Bedding

Pipe Corrugation Depth		Minimum Bedding Depth	
inch	**mm**	**inch**	**mm**
1/2	12	1	25
1	25	2	50
2	50	3	75
2-1/2	60	3-1/2	90

c. Other pipe materials. For PVC, polyethylene, polypropylene, or fiberglass pipe, the bedding material shall consist of coarse sands and gravels with a maximum particle size of 3/4 inches (19 mm). For pipes installed under paved areas, no more than 12% of the material shall pass the No. 200 (0.075 mm) sieve. For all other areas, no more than 50% of the material shall pass the No. 200 (0.075 mm) sieve. The bedding shall have a thickness of at least 6 inches

(150 mm) below the bottom of the pipe and extend up around the pipe for a depth of not less than 50% of the pipe's vertical outside diameter.

701-3.3 Laying pipe. The pipe laying shall begin at the lowest point of the trench and proceed upgrade. The lower segment of the pipe shall be in contact with the bedding throughout its full length. Bell or groove ends of rigid pipes and outside circumferential laps of flexible pipes shall be placed facing upgrade.

Paved or partially lined pipe shall be placed so that the longitudinal center line of the paved segment coincides with the flow line.

Elliptical and elliptically reinforced concrete pipes shall be placed with the manufacturer's reference lines designating the top of the pipe within five degrees of a vertical plane through the longitudinal axis of the pipe.

701-3.4 Joining pipe. Joints shall be made with (1) cement mortar, (2) cement grout, (3) rubber gaskets, (4) plastic gaskets, or (5) coupling bands.

Mortar joints shall be made with an excess of mortar to form a continuous bead around the outside of the pipe and shall be finished smooth on the inside. Molds or runners shall be used for grouted joints to retain the poured grout. Rubber ring gaskets shall be installed to form a flexible watertight seal.

a. Concrete pipe. Concrete pipe shall be bell and spigot. Pipe sections at joints shall be fully seated and the inner surfaces flush and even. Concrete pipe joints shall be sealed with rubber gaskets meeting ASTM C443 when leak resistant joints are required.

b. Metal pipe. Metal pipe shall be firmly joined by form-fitting bands conforming to the requirements of ASTM A760 for steel pipe and AASHTO M196 for aluminum pipe.

c. PVC, Polyethylene, or Polypropylene pipe. Joints for PVC, Polyethylene, or Polypropylene pipe shall conform to the requirements of ASTM D3212 when leak resistant joints are required. Joints for PVC and Polyethylene pipe shall conform to the requirements of AASHTO M304 when soil tight joints are required. Fittings for polyethylene pipe shall conform to the requirements of AASHTO M252 or ASTM M294. Fittings for polypropylene pipe shall conform to ASTM F2881, ASTM F2736, or ASTM F2764.

d. Fiberglass pipe. Joints and fittings shall be as detailed on the plans and in accordance with the manufacturers recommendations.

701-3.5 Embedment and Overfill. Pipes shall be inspected before any fill material is placed; any pipes found to be out of alignment, unduly settled, or damaged shall be removed and re-laid or replaced at the Contractor's expense.

701-3.5-1 Embedment Material Requirements

a. Concrete Pipe. Embedment material and compaction requirements shall be in accordance with the applicable Type of Standard Installation (Types 1, 2, 3, or 4) per ASTM C1479. If a concrete cradle or CLSM embedment material is used, it shall conform to the plan details.

b. Plastic and fiberglass Pipe. Embedment material shall meet the requirements of ASTM D3282, A-1, A-2-4, A-2-5, or A-3. Embedment material shall be free of organic material, stones larger than 1.5 inches in the greatest dimension, or frozen lumps. Embedment material shall extend to 12 inches above the top of the pipe.

c. Metal Pipe. Embedment material shall be granular as specified in the contract document and specifications, and shall be free of organic material, rock fragments larger than 1.5 inches in

the greatest dimension and frozen lumps. As a minimum, backfill materials shall meet the requirements of ASTM D3282, A-1, A-2, or A-3. Embedment material shall extend to 12 inches above the top of the pipe.

701-3.5-2 Placement of Embedment Material

The embedment material shall be compacted in layers not exceeding 6 inches (150 mm) on each side of the pipe and shall be brought up one foot (30 cm) above the top of the pipe or to natural ground level, whichever is greater. Thoroughly compact the embedment material under the haunches of the pipe without displacing the pipe. Material shall be brought up evenly on each side of the pipe for the full length of the pipe.

When the top of the pipe is above the top of the trench, the embedment material shall be compacted in layers not exceeding 6 inches (150 mm) and shall be brought up evenly on each side of the pipe to one foot (30 cm) above the top of the pipe. All embedment material shall be compacted to a density required under Item P-152.

Concrete cradles and flowable fills, such as controlled low strength material (CLSM) or controlled density fill (CDF), may be used for embedment provided adequate flotation resistance can be achieved by restraints, weighing, or placement technique.

It shall be the Contractor's responsibility to protect installed pipes and culverts from damage due to construction equipment operations. The Contractor shall be responsible for installation of any extra strutting or backfill required to protect pipes from the construction equipment.

701-3.6 Overfill

Pipes shall be inspected before any overfill is in place. Any pipes found to be out of alignment, unduly settled, or damaged shall be removed and relaid or replaced at the Contractor's expense. Evaluation of any damage to RCP shall be evaluated based on AASHTO R73.

Overfill material shall be placed and compacted in layers as required to achieve compaction to a density required under Item P-152. The soil shall contain no debris, organic matter, frozen material, or stones with a diameter greater than one half the thickness of the compacted layers being placed.

701-3.7 Inspection Requirements

An initial post installation inspection shall be performed by the RPR no sooner than 30 days after completion of installation and final backfill. Clean or flush all lines prior to inspection.

Reinforced concrete pipe shall be inspected, evaluated, and reported on in accordance with ASTM C1840, "Standard Practice for Inspection and Acceptance of Installed Reinforced Concrete Culvert, Storm Drain, and Storm Sewer Pipe." Any issues reported shall include still photo and video documentation. The zoom ratio shall be provided for all still or video images that document any issues of concern by the inspection firm.

METHOD OF MEASUREMENT

701-4.1 The length of pipe shall be measured in linear feet (m) of pipe in place, completed, and accepted. It shall be measured along the centerline of the pipe from end or inside face of structure to the end or inside face of structure, whichever is applicable. Each class, type, and size of pipe shall be measured separately. All fittings shall be included in the footage as typical pipe sections in the pipe being measured.

BASIS OF PAYMENT

701-5.0 These prices shall fully compensate the Contractor for furnishing all materials and for all preparation, excavation, and installation of these materials; and for all labor, equipment, tools, and incidentals necessary to complete the item.

701-5.1 Payment will be made at the contract unit price per linear foot (meter) for each class and size of pipe.

Payment will be made under:

Item 701-5.1a	12-inch RCP Class V Storm Drain Pipe with FETS - per linear foot (meter)
Item 701-5.1b	18-inch RCP Class IV Storm Drain Pipe with FETS - per linear foot (meter)

REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

American Association of State Highway and Transportation Officials (AASHTO)

AASHTO M167	Standard Specification for Corrugated Steel Structural Plate, Zinc-Coated, for Field-Bolted Pipe, Pipe-Arches, and Arches
AASHTO M190	Standard Specification for Bituminous-Coated Corrugated Metal Culvert Pipe and Pipe Arches
AASHTO M196	Standard Specification for Corrugated Aluminum Pipe for Sewers and Drains
AASHTO M219	Standard Specification for Corrugated Aluminum Alloy Structural Plate for Field-Bolted Pipe, Pipe-Arches, and Arches
AASHTO M243	Standard Specification for Field Applied Coating of Corrugated Metal Structural Plate for Pipe, Pipe-Arches, and Arches
AASHTO M252	Standard Specification for Corrugated Polyethylene Drainage Pipe
AASHTO M294	Standard Specification for Corrugated Polyethylene Pipe, 300- to 1500-mm (12- to 60-in.) Diameter
AASHTO M304	Standard Specification for Poly (Vinyl Chloride) (PVC) Profile Wall Drain Pipe and Fittings Based on Controlled Inside Diameter
AASHTO MP20	Standard Specification for Steel Reinforced Polyethylene (PE) Ribbed Pipe, 300- to 900-mm (12- to 36-in.) Diameter

ASTM International (ASTM)

ASTM A760	Standard Specification for Corrugated Steel Pipe, Metallic Coated for Sewers and Drains
ASTM A761	Standard Specification for Corrugated Steel Structural Plate, Zinc Coated, for Field-Bolted Pipe, Pipe-Arches, and Arches
ASTM A762	Standard Specification for Corrugated Steel Pipe, Polymer Precoated for Sewers and Drains

ASTM A849	Standard Specification for Post-Applied Coatings, Pavings, and Linings for Corrugated Steel Sewer and Drainage Pipe
ASTM B745	Standard Specification for Corrugated Aluminum Pipe for Sewers and Drains
ASTM C14	Standard Specification for Nonreinforced Concrete Sewer, Storm Drain, and Culvert Pipe
ASTM C76	Standard Specification for Reinforced Concrete Culvert, Storm Drain, and Sewer Pipe
ASTM C94	Standard Specification for Ready Mixed Concrete
ASTM C144	Standard Specification for Aggregate for Masonry Mortar
ASTM C150	Standard Specification for Portland Cement
ASTM C443	Standard Specification for Joints for Concrete Pipe and Manholes, Using Rubber Gaskets
ASTM C506	Standard Specification for Reinforced Concrete Arch Culvert, Storm Drain, and Sewer Pipe
ASTM C507	Standard Specification for Reinforced Concrete Elliptical Culvert, Storm Drain and Sewer Pipe
ASTM C655	Standard Specification for Reinforced Concrete D-Load Culvert, Storm Drain and Sewer Pipe
ASTM C990	Standard Specification for Joints for Concrete Pipe, Manholes, and Precast Box Sections Using Preformed Flexible Joint Sealants
ASTM C1433	Standard Specification for Precast Reinforced Concrete Monolithic Box Sections for Culverts, Storm Drains, and Sewers
ASTM D1056	Standard Specification for Flexible Cellular Materials Sponge or Expanded Rubber
ASTM D3034	Standard Specification for Type PSM Poly (Vinyl Chloride) (PVC) Sewer Pipe and Fittings
ASTM D3212	Standard Specification for Joints for Drain and Sewer Plastic Pipes Using Flexible Elastomeric Seals
ASTM D3262	Standard Specification for "Fiberglass" (Glass-Fiber Reinforced Thermosetting Resin) Sewer Pipe
ASTM D3282	Standard Practice for Classification of Soils and Soil-Aggregate Mixtures for Highway Construction Purposes
ASTM D4161	Standard Specification for "Fiberglass" (Glass-Fiber Reinforced Thermosetting Resin) Pipe Joints Using Flexible Elastomeric Seals
ASTM D6690	Standard Specification for Joint and Crack Sealants, Hot Applied, for Concrete and Asphalt Pavements
ASTM F477	Standard Specification for Elastomeric Seals (Gaskets) for Joining Plastic Pipe

ASTM F667	Standard Specification for 3 through 24 in. Corrugated Polyethylene Pipe and Fittings
ASTM F714	Standard Specification for Polyethylene (PE) Plastic Pipe (DR PR) Based on Outside Diameter
ASTM F794	Standard Specification for Poly (Vinyl Chloride) (PVC) Profile Gravity Sewer Pipe & Fittings Based on Controlled Inside Diameter
ASTM F894	Standard Specification for Polyethylene (PE) Large Diameter Profile Wall Sewer and Drain Pipe
ASTM F949	Standard Specification for Poly (Vinyl Chloride) (PVC) Corrugated Sewer Pipe with a Smooth Interior and Fittings
ASTM F2435	Standard Specification for Steel Reinforced Polyethylene (PE) Corrugated Pipe
ASTM F2562	Specification for Steel Reinforced Thermoplastic Ribbed Pipe and Fittings for Non-Pressure Drainage and Sewerage
ASTM F2736	Standard Specification for 6 to 30 in. (152 to 762 mm) Polypropylene (PP) Corrugated Single Wall Pipe and Double Wall Pipe
ASTM F2764	Standard Specification for 30 to 60 in. (750 to 1500 mm) Polypropylene (PP) Triple Wall Pipe and Fittings for Non-Pressure Sanitary Sewer Applications
ASTM F2881	Standard Specification for 12 to 60 in. (300 to 1500 mm) Polypropylene (PP) Dual Wall Pipe and Fittings for Non-Pressure Storm Sewer Applications

National Fire Protection Association (NFPA)

NFPA 415	Standard on Airport Terminal Buildings, Fueling Ramp Drainage, and Loading Walkways

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Item T-901 Seeding

DESCRIPTION

901-1.1 This item shall consist of soil preparation, seeding, and fertilizing the areas shown on the plans or as directed by the RPR in accordance with these specifications.

MATERIALS

901-2.1 Seed. The species and application rates of grass, legume, and cover-crop seed furnished shall be those stipulated herein. Seed shall conform to the requirements of Federal Specification JJJ-S-181, Federal Specification, Seeds, Agricultural.

Seed shall be furnished separately or in mixtures in standard containers labeled in conformance with the Agricultural Marketing Service (AMS) Seed Act and applicable state seed laws with the seed name, lot number, net weight, percentages of purity and of germination and hard seed, and percentage of maximum weed seed content clearly marked for each kind of seed. The Contractor shall furnish the RPR duplicate signed copies of a statement by the vendor certifying that each lot of seed has been tested by a recognized laboratory for seed testing within six (6) months of date of delivery. This statement shall include: name and address of laboratory, date of test, lot number for each kind of seed, and the results of tests as to name, percentages of purity and of germination, and percentage of weed content for each kind of seed furnished, and, in case of a mixture, the proportions of each kind of seed. Wet, moldy, or otherwise damaged seed will be rejected.

Seeds shall be applied as follows:

Calculations of pure ‘live seed’ may be made on the basis of either germination test or a tetrazolium test in addition to the purity analysis. Seed shall be applied on a pure ‘live seed’ basis. The quantity of pure ‘live seed’ in a 100 pound container shall be determined by the formula: 100 multiplied by germination percentage and this product multiplied by the purity percentage. (For example, if the seed is 85% pure and test 90% germination, than a 100 lbs. container would contain 76.5 lbs. of pure ‘live seed’.)

Each species of seed shall be made available, in separate bags, for sampling and inspection.

The variety and quantity of ‘live seed’ to be planted shall be as follows:

Seed (Seed Mix per Airport’s Use)	Rate of Application lbs/acre
Hycrest Crested Wheatgrass	6.0 lbs/acre
Oahe Intermediate Wheatgrass	6.0 lbs/acre
Mandan Pubescent Wheatgrass	6.0 lbs/acre
Annual Rye for cover crop	3.0 lbs/acre

*Hydro-seed application rate is double the dry application rate.

Seeding shall be performed during the period between October 1st and April 15th inclusive, unless otherwise approved by the RPR.

901-2.2 Lime. Not required.

901-2.3 Fertilizer. Fertilizer shall be standard commercial fertilizers supplied separately or in mixtures containing the percentages of total nitrogen, available phosphoric acid, and water-soluble potash. They shall be applied at the rate and to the depth specified, and shall meet the requirements of applicable state laws. They shall be furnished in standard containers with name, weight, and guaranteed analysis of contents clearly marked thereon. No cyanamide compounds or hydrated lime shall be permitted in mixed fertilizers.

The fertilizers may be supplied in one of the following forms:

a. A dry, free-flowing fertilizer suitable for application by a common fertilizer spreader;

b. A finely-ground fertilizer soluble in water, suitable for application by power sprayers; or

c. A granular or pellet form suitable for application by blower equipment.

Fertilizers shall be 15-35-0 commercial fertilizer and shall be spread at the rate of 50 pounds per acre.

901-2.4 Soil for repairs. The soil for fill and topsoiling of areas to be repaired shall be at least of equal quality to that which exists in areas adjacent to the area to be repaired. The soil shall be relatively free from large stones, roots, stumps, or other materials that will interfere with subsequent sowing of seed, compacting, and establishing turf, and shall be approved by the RPR before being placed.

CONSTRUCTION METHODS

901-3.1 Advance preparation and cleanup. After grading of areas has been completed and before applying fertilizer and ground limestone, areas to be seeded shall be raked or otherwise cleared of stones larger than 2 inches (50 mm) in any diameter, sticks, stumps, and other debris that might interfere with sowing of seed, growth of grasses, or subsequent maintenance of grass-covered areas. If any damage by erosion or other causes has occurred after the completion of grading and before beginning the application of fertilizer and ground limestone, the Contractor shall repair such damage include filling gullies, smoothing irregularities, and repairing other incidental damage.

An area to be seeded shall be considered a satisfactory seedbed without additional treatment if it has recently been thoroughly loosened and worked to a depth of not less than 5 inches (125 mm) as a result of grading operations and, if immediately prior to seeding, the top 3 inches (75 mm) of soil is loose, friable, reasonably free from large clods, rocks, large roots, or other undesirable matter, and if shaped to the required grade.

When the area to be seeded is sparsely sodded, weedy, barren and unworked, or packed and hard, any grass and weeds shall first be cut or otherwise satisfactorily disposed of, and the soil then scarified or otherwise loosened to a depth not less than 5 inches (125 mm). Clods shall be broken and the top 3 inches (75 mm) of soil shall be worked into a satisfactory seedbed by discing, or by use of cultipackers, rollers, drags, harrows, or other appropriate means.

901-3.2 Dry application method.

a. Liming. Not required.

b. Fertilizing. Following advance preparations and cleanup fertilizer shall be uniformly spread at the rate that will provide not less than the minimum quantity stated in paragraph 901-2.3.

c. Seeding. Grass seed shall be sown at the rate specified in paragraph 901-2.1 immediately after fertilizing. The fertilizer and seed shall be raked within the depth range stated in the special provisions. Seeds of legumes, either alone or in mixtures, shall be inoculated before mixing or sowing, in accordance with the instructions of the manufacturer of the inoculant. When seeding is required at other than the seasons shown on the plans or in the special provisions, a cover crop shall be sown by the same methods required for grass and legume seeding.

d. Rolling. After the seed has been properly covered, the seedbed shall be immediately compacted by means of an approved lawn roller, weighing 40 to 65 pounds per foot (60 to 97 kg per meter) of width for clay soil (or any soil having a tendency to pack), and weighing 150 to 200 pounds per foot (223 to 298 kg per meter) of width for sandy or light soils.

901-3.3 Wet application method.

a. General. The Contractor may elect to apply seed and fertilizer (and lime, if required) by spraying them on the previously prepared seedbed in the form of an aqueous mixture and by using the methods and equipment described herein. The rates of application shall be as specified in the special provisions.

b. Spraying equipment. The spraying equipment shall have a container or water tank equipped with a liquid level gauge calibrated to read in increments not larger than 50 gallons (190 liters) over the entire range of the tank capacity, mounted so as to be visible to the nozzle operator. The container or tank shall also be equipped with a mechanical power-driven agitator capable of keeping all the solids in the mixture in complete suspension at all times until used.

The unit shall also be equipped with a pressure pump capable of delivering 100 gallons (380 liters) per minute at a pressure of 100 lb / sq inches (690 kPa). The pump shall be mounted in a line that will recirculate the mixture through the tank whenever it is not being sprayed from the nozzle. All pump passages and pipe lines shall be capable of providing clearance for 5/8 inch (16 mm) solids. The power unit for the pump and agitator shall have controls mounted so as to be accessible to the nozzle operator. There shall be an indicating pressure gauge connected and mounted immediately at the back of the nozzle.

The nozzle pipe shall be mounted on an elevated supporting stand in such a manner that it can be rotated through 360 degrees horizontally and inclined vertically from at least 20 degrees below to at least 60 degrees above the horizontal. There shall be a quick-acting, three-way control valve connecting the recirculating line to the nozzle pipe and mounted so that the nozzle operator can control and regulate the amount of flow of mixture delivered to the nozzle. At least three different types of nozzles shall be supplied so that mixtures may be properly sprayed over distance varying from 20 to 100 feet (6 to 30 m). One shall be a close-range ribbon nozzle, one a medium-range ribbon nozzle, and one a long-range jet nozzle. For case of removal and cleaning, all nozzles shall be connected to the nozzle pipe by means of quick-release couplings.

In order to reach areas inaccessible to the regular equipment, an extension hose at least 50 feet (15 m) in length shall be provided to which the nozzles may be connected.

c. Mixtures. Lime, if required, shall be applied separately, in the quantity specified, prior to the fertilizing and seeding operations. Not more than 220 pounds (100 kg) of lime shall be added to and mixed with each 100 gallons (380 liters) of water. Seed and fertilizer shall be mixed together in the relative proportions specified, but not more than a total of 220 pounds

(100 kg) of these combined solids shall be added to and mixed with each 100 gallons (380 liters) of water.

All water used shall be obtained from fresh water sources and shall be free from injurious chemicals and other toxic substances harmful to plant life. The Contractor shall identify to the RPR all sources of water at least two (2) weeks prior to use. The RPR may take samples of the water at the source or from the tank at any time and have a laboratory test the samples for chemical and saline content. The Contractor shall not use any water from any source that is disapproved by the RPR following such tests.

All mixtures shall be constantly agitated from the time they are mixed until they are finally applied to the seedbed. All such mixtures shall be used within two (2) hours from the time they were mixed or they shall be wasted and disposed of at approved locations.

d. Spraying. Lime, if required, shall be sprayed only upon previously prepared seedbeds. After the applied lime mixture has dried, the lime shall be worked into the top 3 inches (75 mm), after which the seedbed shall again be properly graded and dressed to a smooth finish.

Mixtures of seed and fertilizer shall only be sprayed upon previously prepared seedbeds on which the lime, if required, shall already have been worked in. The mixtures shall be applied by means of a high-pressure spray that shall always be directed upward into the air so that the mixtures will fall to the ground like rain in a uniform spray. Nozzles or sprays shall never be directed toward the ground in such a manner as might produce erosion or runoff.

Particular care shall be exercised to ensure that the application is made uniformly and at the prescribed rate and to guard against misses and overlapped areas. Proper predetermined quantities of the mixture in accordance with specifications shall be used to cover specified sections of known area.

Checks on the rate and uniformity of application may be made by observing the degree of wetting of the ground or by distributing test sheets of paper or pans over the area at intervals and observing the quantity of material deposited thereon.

On surfaces that are to be mulched as indicated by the plans or designated by the RPR, seed and fertilizer applied by the spray method need not be raked into the soil or rolled. However, on surfaces on which mulch is not to be used, the raking and rolling operations will be required after the soil has dried.

901-3.4 Seeding By Drill. Grain drills or seeders may be used for applying grass seed but must be especially designed, modified or equipped to regulate the seed application rate and planting depth. The seed shall be uniformly distributed in the drill hopper during the drilling operation. The drill box shall be partitioned by dividers, no more than 24 inches apart, in order to provide for more even distribution on sloping areas.

The rows of planted seed shall be a maximum of eight (8”) inches apart and shall be at right angles to the natural flow of water on the slopes.

A drill shall be no wider than the width of the area over which it is to operate.

Planting depth shall be regulated by depth bands or coulters.

When seeding by drill is used, the fertilizer shall not be mixed with the seed but may be applied in the same operation from a compartment separated from the seed.

When seeding is done by drill and the surface is unduly loose, the seedbed shall be compacted by an agricultural roller, cultipacker or compactor not more than 24 hours after seeding.

901-3.5 Maintenance of seeded areas. The Contractor shall protect seeded areas against traffic or other use by warning signs or barricades, as approved by the RPR. Surfaces gullied or otherwise damaged following seeding shall be repaired by regrading and reseeding as directed. The Contractor shall mow, water as directed, and otherwise maintain seeded areas in a satisfactory condition until final inspection and acceptance of the work.

When either the dry or wet application method outlined above is used for work done out of season, it will be required that the Contractor establish a good stand of grass of uniform color and density to the satisfaction of the RPR. A grass stand shall be considered adequate when bare spots are one square foot (0.01 sq m) or less, randomly dispersed, and do not exceed 3% of the area seeded.

METHOD OF MEASUREMENT

901-4.1 The quantity of seeding to be paid for shall be the number of units per acre (sq m) measured on the ground surface, completed and accepted.

BASIS OF PAYMENT

901-5.1 Payment shall be made at the contract unit price per acre (sq m) or fraction thereof, which price and payment shall be full compensation for furnishing and placing all material and for all labor, equipment, tools, and incidentals necessary to complete the work prescribed in this item.

Payment will be made under:

Item 901-5.1	Seeding (Drill) - per acre (sq m)

REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

ASTM International (ASTM)

ASTM C602	Standard Specification for Agricultural Liming Materials

Federal Specifications (FED SPEC)

FED SPEC	JJJ-S-181, Federal Specification, Seeds, Agricultural

Advisory Circulars (AC)

AC 150/5200-33	Hazardous Wildlife Attractants on or Near Airports

FAA/United States Department of Agriculture

Wildlife Hazard Management at Airports, A Manual for Airport Personnel

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Item T-905 Topsoil

DESCRIPTION

905-1.1 This item shall consist of preparing the ground surface for topsoil application, removing topsoil from designated stockpiles or areas to be stripped on the site or from approved sources off the site, and placing and spreading the topsoil on prepared areas in accordance with this specification at the locations shown on the plans or as directed by the RPR.

MATERIALS

905-2.1 Topsoil. Topsoil shall be the surface layer of soil with no admixture of refuse or any material toxic to plant growth, and it shall be reasonably free from subsoil and stumps, roots, brush, stones (2 inches (50 mm) or more in diameter), and clay lumps or similar objects. Brush and other vegetation that will not be incorporated with the soil during handling operations shall be cut and removed. Ordinary sod and herbaceous growth such as grass and weeds are not to be removed, but shall be thoroughly broken up and intermixed with the soil during handling operations. Heavy sod or other cover, which cannot be incorporated into the topsoil by discing or other means, shall be removed. The topsoil or soil mixture, unless otherwise specified or approved, shall have a pH range of approximately 5.5 pH to 7.6 pH, when tested in accordance with the methods of testing of the Association of Official Agricultural Chemists in effect on the date of invitation of bids. The organic content shall be not less than 3% nor more than 20% as determined by the wet-combustion method (chromic acid reduction). There shall be not less than 20% nor more than 80% of the material passing the 200 mesh (75 µm) sieve as determined by the wash test in accordance with ASTM C117.

Natural topsoil may be amended by the Contractor with approved materials and methods to meet the above specifications.

905-2.2 Inspection and tests. Within 10 days following acceptance of the bid, the RPR shall be notified of the source of topsoil to be furnished by the Contractor. The topsoil shall be inspected to determine if the selected soil meets the requirements specified and to determine the depth to which stripping will be permitted. At this time, the Contractor may be required to take representative soil samples from several locations within the area under consideration and to the proposed stripping depths, for testing purposes as specified in paragraph 905-2.1.

CONSTRUCTION METHODS

905-3.1 General. Areas to be topsoiled shall be shown on the plans. If topsoil is available on the site, the location of the stockpiles or areas to be stripped of topsoil and the stripping depths shall be shown on the plans.

Suitable equipment necessary for proper preparation and treatment of the ground surface, stripping of topsoil, and for the handling and placing of all required materials shall be on hand, in good condition, and approved by the RPR before the various operations are started.

905-3.2 Preparing the ground surface. Immediately prior to dumping and spreading the topsoil on any area, the surface shall be loosened by discs or spike-tooth harrows, or by other means approved by the RPR, to a minimum depth of 2 inches (50 mm) to facilitate bonding of the topsoil to the covered subgrade soil. The surface of the area to be topsoiled shall be cleared of all stones larger than 2 inches (50 mm) in any diameter and all litter or other material which may be detrimental to proper bonding, the rise of capillary moisture, or the proper growth of the desired planting. Limited areas, as shown on the plans, which are too compact to respond to these operations shall receive special scarification.

Grades on the area to be topsoiled, which have been established by others as shown on the plans, shall be maintained in a true and even condition. Where grades have not been established, the areas shall be smooth-graded and the surface left at the prescribed grades in an even and compacted condition to prevent the formation of low places or pockets where water will stand.

905-3.3 Obtaining topsoil. Prior to the stripping of topsoil from designated areas, any vegetation, briars, stumps and large roots, rubbish or stones found on such areas, which may interfere with subsequent operations, shall be removed using methods approved by the RPR. Heavy sod or other cover, which cannot be incorporated into the topsoil by discing or other means shall be removed.

When suitable topsoil is available on the site, the Contractor shall remove this material from the designated areas and to the depth as directed by the RPR. The topsoil shall be spread on areas already tilled and smooth-graded, or stockpiled in areas approved by the RPR. Any topsoil stockpiled by the Contractor shall be rehandled and placed without additional compensation. Any topsoil that has been stockpiled on the site by others, and is required for topsoil purposes, shall be removed and placed by the Contractor. The sites of all stockpiles and areas adjacent thereto which have been disturbed by the Contractor shall be graded if required and put into a condition acceptable for seeding.

When suitable topsoil is secured off the airport site, the Contractor shall locate and obtain the supply, subject to the approval of the RPR. The Contractor shall notify the RPR sufficiently in advance of operations in order that necessary measurements and tests can be made. The Contractor shall remove the topsoil from approved areas and to the depth as directed. The topsoil shall be hauled to the site of the work and placed for spreading, or spread as required. Any topsoil hauled to the site of the work and stockpiled shall be rehandled and placed without additional compensation.

905-3.4 Placing topsoil. The topsoil shall be evenly spread on the prepared areas to a uniform depth of 2 inches (50 mm) after compaction, unless otherwise shown on the plans or stated in the special provisions. Spreading shall not be done when the ground or topsoil is frozen, excessively wet, or otherwise in a condition detrimental to the work. Spreading shall be carried on so that turfing operations can proceed with a minimum of soil preparation or tilling.

After spreading, any large, stiff clods and hard lumps shall be broken with a pulverizer or by other effective means, and all stones or rocks (2 inches (50 mm) or more in diameter), roots, litter, or any foreign matter shall be raked up and disposed of by the Contractor. after spreading is completed, the topsoil shall be satisfactorily compacted by rolling with a cultipacker or by other means approved by the RPR. The compacted topsoil surface shall conform to the required lines, grades, and cross-sections. Any topsoil or other dirt falling upon pavements as a result of hauling or handling of topsoil shall be promptly removed.

METHOD OF MEASUREMENT

905-4.1 Topsoil obtained on the site shall be measured by the number of cubic yards (cubic meters) of topsoil measured in its original position and stripped or excavated. Topsoil stockpiled by others and removed for topsoil by the Contractor shall be measured by the number of cubic yards (cubic meters) of topsoil measured in the stockpile. Topsoil shall be measured by volume in cubic yards (cubic meters) computed by the method of end areas.

905-4.2 Topsoil obtained off the site shall be measured by the number of cubic yards (cubic meters) of topsoil measured in its original position and stripped or excavated. Topsoil shall be measured by volume in cubic yards (meters) computed by the method of end areas.

BASIS OF PAYMENT

905-5.1 Payment will be made at the contract unit price per cubic yard (cubic meter) for topsoil (obtained on the site). This price shall be full compensation for furnishing all materials and for all preparation, placing, and spreading of the materials, and for all labor, equipment, tools, and incidentals necessary to complete the item.

Payment will be made under:

Item T-905-5.1	Topsoil (Obtained on Site or Removed from Stockpile - per cubic yard (cubic meter)

REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

ASTM International (ASTM)

ASTM C117	Materials Finer than 75 μm (No. 200) Sieve in Mineral Aggregates by Washing

Advisory Circulars (AC)

AC 150/5200-33	Hazardous Wildlife Attractants on or Near Airports

FAA/United States Department of Agriculture

Wildlife Hazard Management at Airports, A Manual for Airport Personnel

END OF ITEM T-905

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Item T-908 Mulching

DESCRIPTION

908-1.1 This item shall consist of furnishing, hauling, placing, and securing mulch on surfaces indicated on the plans or designated by the RPR.

MATERIALS

908-2.1 Mulch material. Acceptable mulch shall be the materials listed below or any approved locally available material that is similar to those specified. Mulch shall be free from noxious weeds, mold, and other deleterious materials. Mulch materials, which contain matured seed of species that would volunteer and be detrimental to the proposed overseeding, or to surrounding farm land, will not be acceptable. Straw or other mulch material which is fresh and/or excessively brittle, or which is in such an advanced stage of decomposition as to smother or retard the planted grass, will not be acceptable.

d. Manufactured mulch. Cellulose-fiber or wood-pulp mulch shall be products commercially available for use in spray applications.

908-2.2 Inspection. The RPR shall be notified of sources and quantities of mulch materials available and the Contractor shall furnish him with representative samples of the materials to be used 30 days before delivery to the project. These samples may be used as standards with the approval of the RPR and any materials brought on the site that do not meet these standards shall be rejected.

CONSTRUCTION METHODS

908-3.1 Mulching. Before spreading mulch, all large clods, stumps, stones, brush, roots, and other foreign material shall be removed from the area to be mulched. Mulch shall be applied immediately after seeding. The spreading of the mulch may be by hand methods, blower, or other mechanical methods, provided a uniform covering is obtained.

Mulch material shall be furnished, hauled, and evenly applied on the area shown on the plans or designated by the RPR. Straw or hay shall be spread over the surface to a uniform thickness at the rate of 2 to 3 tons per acre (1800 - 2700 kg per acre) to provide a loose depth of not less than 1-1/2 inches (38 cm) nor more than 3 inches (75 mm). Other organic material shall be spread at the rate directed by the RPR. Mulch may be blown on the slopes and the use of cutters in the equipment for this purpose will be permitted to the extent that at least 95% of the mulch in place on the slope shall be 6 inches (150 mm) or more in length. When mulches applied by the blowing method are cut, the loose depth in place shall be not less than one inch (25 mm) nor more than 2 inches (50 mm).

908-3.2 Securing mulch. The mulch shall be held in place by light discing, a very thin covering of topsoil, pins, stakes, wire mesh, asphalt binder, or other adhesive material approved by the RPR. Where mulches have been secured by either of the asphalt binder methods, it will not be permissible to walk on the slopes after the binder has been applied. When an application of

asphalt binder material is used to secure the mulch, the Contractor must take every precaution to guard against damaging or disfiguring structures or property on or adjacent to the areas worked and will be held responsible for any such damage resulting from the operation.

If the “peg and string” method is used, the mulch shall be secured by the use of stakes or wire pins driven into the ground on 5-foot (1.5-m) centers or less. Binder twine shall be strung between adjacent stakes in straight lines and crisscrossed diagonally over the mulch, after which the stakes shall be firmly driven nearly flush to the ground to draw the twine down tight onto the mulch.

908-3.3 Care and repair.

a. The Contractor shall care for the mulched areas until final acceptance of the project. Care shall consist of providing protection against traffic or other use by placing warning signs, as approved by the RPR, and erecting any barricades that may be shown on the plans before or immediately after mulching has been completed on the designated areas.

b. The Contractor shall be required to repair or replace any mulch that is defective or becomes damaged until the project is finally accepted. When, in the judgment of the RPR, such defects or damages are the result of poor workmanship or failure to meet the requirements of the specifications, the cost of the necessary repairs or replacement shall be borne by the Contractor.

c. If the “asphalt spray” method is used, all mulched surfaces shall be sprayed with asphalt binder material so that the surface has a uniform appearance. The binder shall be uniformly applied to the mulch at the rate of approximately 8 gallons (32 liters) per 1,000 square feet (100 sq m), or as directed by the RPR, with a minimum of 6 gallons (24 liters) and a maximum of 10 gallons (40 liters) per 1,000 square feet (100 sq m) depending on the type of mulch and the effectiveness of the binder securing it. Asphalt binder material may be sprayed on the mulched slope areas from either the top or the bottom of the slope. An approved spray nozzle shall be used. The nozzle shall be operated at a distance of not less than 4 feet (1.2 m) from the surface of the mulch and uniform distribution of the asphalt material shall be required. A pump or an air compressor of adequate capacity shall be used to ensure uniform distribution of the asphalt material.

d. If the “asphalt mix” method is used, the mulch shall be applied by blowing, and the asphalt binder material shall be sprayed into the mulch as it leaves the blower. The binder shall be uniformly applied to the mulch at the rate of approximately 8 gallons (32 liters) per 1,000 square feet (100 sq m) or as directed by the RPR, with a minimum of 6 gallons (24 liters) and a maximum of 10 gallons (40 liters) per 1,000 square feet (100 sq m) depending on the type of mulch and the effectiveness of the binder securing it.

METHOD OF MEASUREMENT

908-4.1 Mulching shall be measured in acres on the basis of the actual surface area acceptably mulched.

BASIS OF PAYMENT

908-5.1 Payment will be made at the contract unit price per acre for mulching. The price shall be full compensation for furnishing all materials and for placing and anchoring the materials, and for all labor, equipment, tools, and incidentals necessary to complete the item.

Payment will be made under:

Item T-908-5.1	Hydro-Mulch - per acre

REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

ASTM International (ASTM)

ASTM D977	Standard Specification for Emulsified Asphalt

Advisory Circulars (AC)

AC 150/5200-33	Hazardous Wildlife Attractants on or Near Airports

FAA/United States Department of Agriculture

Wildlife Hazard Management at Airports, A Manual for Airport Personnel

END OF ITEM T-908

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SECTION 01025

MEASUREMENT AND PAYMENT

PART 1 GENERAL

1.01 SECTION INCLUDES

A. General
B. Items

1.02 GENERAL

For the purposes of this Contract, this Measurement and Payment Section 01025 shall govern and take precedence over all other references to measurement and payment (with the exception to the individual items listed in the sections of the Technical Provisions) and any Addenda referenced in the Project Manual. All MPWSS Sections referenced in the Measurement and Payment Section 01025 refer to the appropriate section of the Montana Public Works Standard Specifications, 2010 Edition, and City of Billings Standard Modifications dated February 2015.

1.03 ITEMS

A. ASPHALT CONCRETE PAVEMENT: Includes the following Bid Item(s):

- Measurement and payment for Asphalt Surface Course (City of Billings Type B Modified) shall be per Ton, in accordance with MPWSS Section 02510 and shall include all related work.

- Measurement and payment for Asphalt Binder (PG 64-28 or higher) shall be per Ton, in accordance with MPWSS Section 02510 and shall include all related work.

B. EMULSIFIED ASPHALT TACK COAT: Includes the following Bid Item(s):

- Measurement and payment for Emulsified Asphalt Tack Coat (CSS-1h) shall be per Ton, in accordance with MPWSS Section 02502 and shall include all related work.

C. PAVEMENT MARKING – YELLOW (WATERBORNE) WITH GLASS BEADS: Includes the following Bid Item(s):

- Measurement and payment for Pavement Marking – Yellow (Waterborne) with Glass Beads shall be per square foot, in accordance with MPWSS Section 02581 and shall include all related work.

D. BOLLARDS: Includes the following Bid Item(s):

- Measurement and payment for 4-inch and 6-inch Bollards shall be the contract unit price per Each in accordance with construction plans detail.

These prices shall be full compensation for furnishing all materials and for all operations, hauling, and placing of these materials, and for all labor, equipment, tools, and incidentals necessary to complete the item.

E. POST AND CHAIN FENCE: Includes the following Bid Item(s):

- Measurement and payment for Post and Chain Fence shall be the contract unit price per linear foot (LF) in accordance with construction plans detail.

These prices shall be full compensation for furnishing all materials and for all operations, hauling, and placing of these materials, and for all labor, equipment, tools, and incidentals necessary to complete the item.

F. SINGLE ARM GATE: Includes the following Bid Item(s):

- Measurement and payment for Single Arm Gate shall be the contract unit price per each (EA) in accordance with construction plans detail.

These prices shall be full compensation for furnishing all materials and for all operations, hauling, and placing of these materials, and for all labor, equipment, tools, and incidentals necessary to complete the item.

G. SIGN POST: Includes the following Bid Item(s):

- Measurement and payment for Sign Post shall be the contract unit price per each (EA) in accordance with construction plans detail.

These prices shall be full compensation for furnishing all materials and for all operations, hauling, and placing of these materials, and for all labor, equipment, tools, and incidentals necessary to complete the item.

H. TRENCH RESORATION IN ASPHALT – STORM DRAIN: Includes the following Bid Item(s):

- Measurement and payment for Trench Restoration in Asphalt – Storm Drain shall be the contract unit price per Linear Foot in accordance with construction plans detail. Measurement of length shall be approved by the Engineer prior to beginning work.

These prices shall be full compensation for furnishing all materials and for all operations, hauling, and placing of these materials, and for all labor, equipment, tools, and incidentals necessary to complete the item.

END OF SECTION 01025

SECTION 01030

TECHNICAL PROVISIONS

PART 1 GENERAL

SECTION INCLUDES

1.01 General
1.02 Material Testing
1.03 Omitted
1.04 Omitted
1.05 Omitted
1.06 General Surface and Trench Restoration
1.07 Unclassified Excavation
1.08 Asphalt Concrete Pavement

1.01 GENERAL

The following Technical Provisions are hereby made a part of this contract and shall supplement and/or supersede any articles of these specifications in conflict therewith.

Any subsequent addenda issued after these specifications have been prepared shall supplement and/or supersede any articles of these specifications.

1.02 MATERIAL TESTING

The Contractor shall provide materials testing in accordance with the Special Provisions. Costs for testing are incidental to the items or activities requiring testing, and no additional payment shall be made.

1.03 GENERAL SURFACE AND TRENCH RESTORATION

The surfaces impacted by project construction shall be restored as follows, except for those areas specifically identified.

A. Street Restoration. Contractor shall restore the city street crossing areas to match existing conditions and per the trench restoration details.

B. Final Surface Grades. Final surface grades shall match existing surface grades except where such grades are modified on the construction drawings.

C. Seeding. Refer to ITEM T-901 SEEDING, T-905 TOPSOILING and T-908 HYDRO-MULCHING

D. Excess excavation material shall be hauled to designated waste area. Material shall be placed to Engineers set grades and compacted per the embankment specifications. Hauling of material, preparation of waste area, leveling of waste

area, and all related work shall be considered incidental to related work, and will not be paid for separately. Seeding of waste area will be paid under the seeding bid item.

1.04 UNCLASSIFIED EXCAVATION

Refer to ITEM P-152 EXCAVATION AND EMBANKMENT

1.05 ASPHALT CONCRETE PAVEMENT

The asphalt materials to be used in the completion of this project shall be the following:

A. The asphalt concrete pavement shall follow the requirements of MPWSS Section 02510 and City of Billings, Standard Modifications to MPWSS.

B. The grading requirements for surface course aggregate shall be Type B-Modified per the City of Billings, Standard Modifications to MPWSS.

C. The asphalt binder grade shall be PG 64-28 or higher. The binder shall meet the requirements of MPWSS Section 02510 and City of Billings, Standard Modifications to MPWSS.

D. The asphalt tack coat shall follow the requirements of MPWSS Section 02502 and City of Billings, Standard Modification to MPWSS. The tack coat shall be CSS-1h.

1.06 PAVEMENT MARKINGS AND MARKERS

The Pavement Marking to be used in the completion of this project shall be the following:

A. The pavement marking shall follow the requirements of MPWSS Section 02581 and City of Billings, Standard Modifications to MPWSS.

B. The pavement marking shall be waterborne paint, yellow with glass beads.

END OF SECTION

SECTION 02370 - RIPRAP AND BANK PROTECTION

PART 1 – GENERAL

1.01 WORK INCLUDED

A. This work shall consist of furnishing and placing suitable riprap material in areas designated on the Drawings. Riprap shall be obtained off-site unless otherwise indicated on the Drawings, and it shall be the responsibility of the Contractor to locate a suitable material source.

1.02 GENERAL

A. Riprap shall consist of stone or fragmented rock placed as a protective and erosion-resistant covering on the slopes of embankments, dikes, channels, or stream banks, at culvert inlets and outlets, on bottoms and side slopes of channels, at abutment wings, at structure foundations and in reasonably close conformity with the lines, grades, and thicknesses shown on the Drawings or established by the Engineer.

1.03 SUBMITTALS

A. The following submittals are required in accordance with Section 16, Submittals, in Part 0, 1.10 Special Provisions

1. Gradation (by size and weight) and specific gravity for riprap materials.
2. Riprap source location.

PART 2 – PRODUCTS

2.01 GENERAL

A. Stone shall be hard, durable, angular in shape, resistant to weathering and to water action, free from overburden, spoil, shale, structural defects, and organic material, and other defects conducive to accelerated weathering. Riprap shall meet the gradation requirements for the class specified. Neither breadth nor thickness of a single stone shall be less than one-third its length. Rounded stone or boulders from a stream bed source will not be accepted. Shale or stone with shale seams is not acceptable.

2.02 HAND-LAID RIPRAP

A. In the case of hand-laid riprap, each stone or fragment shall not be less than 3 inches thick or contain less than ½ cubic foot in volume or weigh less than 75 pounds, except for rock spalls. All stones and fragments shall extend through the revetment, with the exception of spalls used to chock the larger stones solidly in position and to substantially fill voids between the major stones.

2.03 RANDOM RIPRAP

A. Gradation of random riprap shall be:

Class	Weight of Stone (lb)	Equivalent Spherical Dia.*(ft)	Percent of Total Weight Smaller than Given Size
I	100	1.05	100
	60	.88	70 - 90
	25	.66	40 - 60
	2	.27	0 - 10

*Based on unit weight of 165 lbs/cubic ft.

2.04 BANK PROTECTION RIPRAP

A. The type of material used for bank protection riprap shall be as described in these specifications and/or as shown on the Drawings.

The sizes of material for the different types and thicknesses and the range of gradation shall be as follows:

Class	I*	II	III
Nominal thickness	12"*	18"	24"
Overall thickness including bedding	18"*	24"	30"
Largest rock permissible	1 cf*	1/8 cy	1/4 cy
Smallest rock permissible	1 1/2"*	1/10 cf	1/10 cf

*used on this project.

2.04 GEOTEXTILE FILTER FABRIC

A. Filter fabric shall be high survivability nonwoven, needle-punched, polypropylene fabric meeting the following criteria with strength and permittivity compliance based on minimum average roll values (MARV):

Geotextile Filter Fabric:

Property	Geotextile in riprap and erosion control
Apparent Opening Size (AOS), max.	#100 sieve
Permittivity, min.	0.7 sec^{-1}
Grab Tensile Strength (ASTM D4632), min.	380 lbs
CBR Puncture strength (ASTM D6241), min.	1,025 lbs
Trapezoid tear strength (ASTM D4533), min.	140 lbs
Ultraviolet Degradation at 500 hours	70% strength retained

The machine direction of the geotextile should be placed parallel to the slope direction. Overlap geotextile a minimum of 2 feet, or as recommended by the manufacturer. Riprap geotextiles should be secured in place by an anchor trench at the slope crest and a key at the slope toe in accordance with the manufacturer's recommendations, if applicable.

B. Geotextile filter fabric for erosion control beneath all riprap is to be provided by the Contractor. The fabric shall be TenCate Mirafi 1160N or approved equal. Should the Contractor elect to substitute a proposed equivalent fabric, the Contractor must submit adequate documentation and fabric sample to determine the equivalency to the specified fabric.

PART 3 – EXECUTION

3.01 GENERAL

A. Dewater or bypass storm water flows as needed for construction and placement of geotextile, bedding, and riprap.

3.02 HAND-LAID RIPRAP

A. A trench of the design and dimensions shown on the Drawings shall be excavated along the toe of the slope to a stable foundation or carried to a point below scour, but in no case less than 2 feet below the toe of the slope. A course consisting of the largest stone shall be placed in the trench. The angle of repose of the material shall not be less than the angle of the slope to be protected.

The stones shall be placed with their beds at right angles to the slope and, so far as practicable, the larger stones shall be used in the lower courses. They shall be laid in close contact so as to break joints and so placed that each stone will rest on the slope of the embankment and not wholly on the stone beneath it. The spaces between the stones shall be filled with smaller stones or fragments and securely rammed into place. Ends of riprap walls shall be keyed into the earth or embankment slopes a minimum of 24 inches from the outer face of the riprap for the full height of the riprap wall. The finished work shall present an even, tight, and reasonable plane surface varying not more than 3 inches from the general contour of the revetment.

Where hand-laid riprap thickness is not shown on the Drawings, it shall be at least 12 inches measured perpendicular to the slope.

3.03 RANDOM AND BANK PROTECTION RIPRAP

A. The stone, graded so the smaller stone is uniformly distributed, shall be handled or dumped on the designated slopes to form the cross section shown on the Drawings and as determined in the field by the Engineer. The rock shall be manipulated by hand or machine methods sufficiently to secure a regular surface and mass stability. Where the thickness of the riprap is not shown on the Drawings, it shall be at least 18 inches measured perpendicular to the slope. Unless otherwise shown, riprap shall extend from 2 feet below the toe of the slope to the elevation shown on the Drawings.

When riprap is specified for placement around pipe openings, special care shall be taken in placing and handling. Manipulation of individual rocks during placement of riprap shall be required as determined by the Engineer. Pipe that is damaged shall be repaired or replaced at no expense to the Owner.

When bank protection riprap is specified, the inclusion of rock spalls or gravel will be required in a quantity not in excess of that required to fill the voids in the material, as determined by the Engineer. A maximum of 5% of earth, sand, or rock material less than 3/16 inch in size will be permitted. If specified, bank protection riprap shall be bedded on a sand-leveling course atop 6 inches of graded gravel (1½ inches maximum). Filter fabric will be required under riprap where shown or specified.

PART 4 – MEASUREMENT AND PAYMENT

4.01 MDT Class I RIPRAP

A. Measurement and payment for the Riprap shall be the contract unit price per Square Yard in accordance with the construction plans details. These prices shall be full compensation for furnishing all materials and for all operations, all labor, equipment, tools, and incidentals necessary to complete the item.

4.02 GEOTEXTILE FILTER FABRIC

A. No payment will be made separately or directly for geotextile filter fabric. Geotextile filter fabric shall be considered necessary and incidental to the installation of the riprap.

END OF SECTION 02370

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SECTION 260010 – GENERAL ELECTRICAL REQUIREMENTS

PART 1 - GENERAL

1.1 SUMMARY

A. The requirements listed in this section are supplemental to the Division 01 General Requirements.

B. It shall be the responsibility of the Electrical and Low-voltage Contractors to examine and refer to all Civil and Landscape drawings and specifications for construction conditions which may affect the scope of Electrical, Communications, Electronic Safety and Security work. Inspect the building site and existing facilities for verification of present conditions. Make proper provisions for these conditions in performance of the work and cost thereof.

C. Electrical, Communications, Electronic Safety and Security work for this project shall include all items, articles, materials and the associated labor mentioned, schedules or shown in these specifications and in the accompanying drawings.

D. Furnish and install all equipment, materials and any required incidental items required by good practice to complete the systems described herein.

E. Refer to Division 01 for all listed Alternates and provide separate pricing and work as indicated in Division 01 and Contract Documents.

1.2 **DEFINITIONS -** Throughout contract documents these words and phrases are used:

A. Contract documents - All drawings, specifications, addenda and change orders that document work to be done.

B. Demolition – Carefully disconnect and remove items. All reasonable caution shall be taken to avoid damaging removed equipment and to retain its operability.

C. Remove back to source - Remove all conduit and wire back to panelboard or last live device.

D. Equivalent or equal - Product of like type and function that complies with all applicable provisions of drawings and specifications and which has been approved as substitute for specified item.

E. Furnish - Purchase material as shown and specified, and place material to approved location on site or elsewhere as noted or agreed upon.

F. Install - Set in place and connect, ready for use and in complete and properly operating finished condition.

G. Provide - Furnish and install with all products, labor, sub-contracts, and appurtenances required for a complete and properly operating, finished condition.

H. Rough-in - Provide conduit raceway system with junction boxes, fittings, straps, bushings, etc., for future installation of wiring, devices, disconnects and breakers. Provision shall be made in panelboard (hardware, etc.) for future installation of breakers.

I. Serviceable - Arranged so that component or product in question may be properly removed and replaced without disassembly, destruction or damage to surrounding installation.

1.3 CODES, STANDARDS AND REGULATIONS

A. Codes - Perform all work in strict accordance with all applicable national, state and local codes; including, but not limited to latest legally enacted editions of following codes:

1. International Building Code – IBC
2. NFPA 70, National Electric Code – NEC
3. NFPA 72, National Fire Alarm Code
4. International Fire Code – IFC
5. International Energy Conservation Code – IECC
6. ANSI-C2, National Electrical Safety Code – NESC

B. Standards - Reference to standards infers that installation, equipment and material shall be within limits for which it was designed, tested and approved, in conformance with current publications and standards of following organizations:

1. American National Standards Institute – ANSI
2. American Society for Testing and Materials – ASTM
3. American Society of Heating Refrigerating and Air Conditioning Engineers – ASHRAE (Standard 90-75)
4. Institute of Electrical and Electronics Engineers – IEEE
5. Insulated Cable Engineers Association – ICEA
6. National Electrical Contractors Association – NECA
7. National Electrical Manufacturers' Association – NEMA
8. National Fire Protection Association – NFPA
9. Occupational Safety and Health Administration – OSHA
10. Underwriters' Laboratories, Inc. – UL
11. Rules and Regulations of the State/Local Fire Marshal
12. Standards and Requirement of the Serving Utilities
13. State and Local Ordinances

C. Regulations - Design has been performed in accordance with applicable regulations and guidelines noted below. Contractor shall carefully apply these regulations and bring any discrepancies to immediate attention of Engineer.

1. Americans with Disabilities Act – ADA

1.4 FEES AND PERMITS

A. Electrical Contractor shall pay for all permits or fees in connection with electrical work. Fees shall include any or all user fees, government fees, system development fees, connection fees or other fees that are required to be paid before systems can be connected or used.

B. Schedule all required electrical inspections with local electrical inspector. Notify engineer of all items of discrepancy noted by electrical inspector if those items affect cost or function of system, or if they conflict with electrical drawings and specifications.

C. All Utility Cost and fees from the utility work shall be the responsibility of the Owner. Contractor to coordinate all utility requirements, standards and responsibilities with serving utility for a complete scope of work prior to bid.

D. Deliver all inspection certificates to Engineer prior to final acceptance of work.

1.5 INTENT OF SPECIFICATIONS AND DRAWINGS

A. Plans and specifications are intended to result in complete electrical installation in full compliance with all applicable codes, standards and ordinances.

B. Plans and specifications are to supplement each other and any details contained in one shall be included as if contained in both.

C. Electrical drawings shall serve as working drawings, but civil drawings shall take precedence if any dimensional discrepancies exist.

D. Drawings are partly diagrammatic and do not show routing of conduits, exact location of products, or installation features in exact detail. Locations of devices, fixtures and equipment are approximate unless dimensioned.

E. Riser diagrams and control schematics are not to scale and do not show physical arrangement of equipment. Do not use riser diagrams or schematics to obtain lineal conduit and cabling distances.

F. Items are shown on drawings in locations to minimize interference with other equipment, structural members, etc. Exact finish locations are not indicated, however, and all work shall be done to avoid interference, preserve headroom and keep openings and passageways clear.

G. In event that discrepancies of any kind exist or required items/details have been omitted, Contractor shall notify Engineer in writing of such discrepancy or omission at least ten days prior to bid date. Failure to do so shall be construed as willingness of Contractor to supply all necessary materials and labor required for proper completion of work.

1.6 **CONTRACTOR'S RESPONSIBILITY** - Contractor shall be responsible for installation of complete and functional piece of work in accordance with true intent of contract

documents. Provide all incidental items required for complete installation and satisfactory operation of all equipment, whether or not specifically noted in contract documents.

A. QUALIFICATIONS

1. Contractor shall employ on this project, capable, experienced and reliable foreman and such skilled workmen as may be required for various classes of work to be performed.
2. Where special skills and certification are required, Contractor shall ensure that work is performed by individuals with required experience, skill and certification.
3. If, in Engineer's opinion, Contractor's employees do not possess necessary qualifications to perform specialty work, Contractor will be required to obtain services of workmen who are approved by manufacturer and certified by applicable agency or group. These workmen, if required, shall be provided at no additional expense.
4. Refer to other specification sections for additional required contractor qualifications and certification.

B. LICENSING AND CERTIFICATION - All Division 26 work shall be accomplished by Electricians, licensed by state in which work is being done, certified as required, and skilled in their craft. Electrician may elect to hire subcontractors for portions of work (such as systems described in Divisions 27 and 28) who are not licensed electricians, but have required certificates and are licensed in their discipline by state in which work is being done.

C. COORDINATION

1. Contractor shall consult all contract documents, shop drawings of other trades, and actual building dimensions to predetermine that his work and equipment will fit as planned. Do not scale drawings for fabrication. No extra payment will be issued for materials or items which do not fit because of Contractor's failure to verify as-built building dimensions.
2. Contractor shall check location of fixtures, outlets, equipment, conduit, etc., to determine they clear all openings, structural members, piping, ducts and miscellaneous equipment having fixed locations.
3. Changes in location of electrical work, necessary due to obstacles or installation of other trades shown on contract documents, shall be made by Electrical Contractor at no extra cost.
4. Lay out all work in advance and avoid conflict with other work in progress. Physical dimensions shall be determined from civil plans. Verify locations for junction boxes, disconnect switches, stub-ups, etc., for connection to equipment furnished by others, or in other Divisions of this work.
5. Contractor shall coordinate and plan work to proceed with work of other trades.
6. Contractor shall check dimensions of all electrical equipment installed, provided by himself or by others, so correct clearances and connections can be made.
7. Consulting all contract documents and shop drawings of other trades, contractor shall determine where electrical junction/pull boxes and equipment can be installed to maintain proper accessibility. Where accessibility cannot be maintained by judicious placement of boxes, Electrical Contractor shall coordinate with General Contractor to provide, fabricate, install, adjust, paint, etc. to allow access to all

electrical junction and pull boxes, electrical devices, electrical equipment, etc. at all required locations whether shown or not shown on plans. Report any conflicts to Engineer.

1.7 REVIEW

A. All work and material is subject to review at any time by the Engineer or his representative. If the Engineer or his representative finds material that does not conform to these specifications or that is not properly installed or finished, correct the deficiencies in a manner satisfactory to the Engineer at the Contractor's expense.

1.8 TEMPORARY FACILITIES

A. ELECTRICAL UTILITIES

1. The Electrical Contractor shall provide temporary electrical power to the construction site as directed by the General Contractor. No connections to the owner's system shall be allowed without owner's written approval. Provide a separate utility service as required.
2. The Electrical Contractor shall provide temporary electrical power to job trailers as directed by the General Contractor.
3. The Electrical Contractor shall provide temporary communications to job trailers as directed by the General Contractor.
4. All Costs associated with temporary power, communications and utility cost shall be paid by to the General Contractor.
5. The Electrical Contractor shall provide temporary construction lighting as directed by the General Contractor to provide a safe working environment.
6. All temporary services are to be removed in their entirety prior to occupancy as directed by the General Contractor.

B. OFFICES

1. The Electrical Contractor must have the permission of the Owner and General Contractor or Construction Manager to install a temporary office/job trailer on the project site.
2. Contractor shall completely remove his temporary installations when no longer needed and the premises shall be completely clean, disinfected, patched, and refinished to match adjacent areas.

C. LADDERS AND SCAFFOLDS

1. The Electrical and Low-voltage Contractors shall provide their own ladders, scaffolds, etc. of substantial construction for access to their work in various portions of the building as may be required. When no longer needed, they shall be removed by the Contractor.

D. PROTECTION DEVICES

1. The Electrical and Low-voltage Contractors shall provide and maintain their own necessary barricades, fences, signal lights, etc., required by all governing authorities or shown on the drawings. When no longer needed, they shall be removed by the Contractor.

E. TEMPORARY FIRE PROTECTION

1. The Electrical and Low-voltage Contractors shall provide all necessary first aid hand fire extinguishers for Class A, B, C and special hazards as may exist in his own work area only in accordance with good and safe practice and as required by jurisdictional safety authority.

1.9 RECORD DOCUMENTS (AS-BUILT DRAWINGS)

A. See requirements regarding record documents in General Division and Division 1.

B. At beginning of work, Contractor shall set aside one complete set of drawings which shall be maintained as complete "As-Built" set. Drawings shall be updated daily in neat and legible manner and shall not be used for any other purpose. Drawings, specification, addenda, change orders, etc. shall be maintained at job site and available for review at any time.

C. Show dimensioned location and routing of all electrical work that will become permanently concealed, cast in concrete or buried underground.

D. Show complete routing and sizing of any significant revisions to systems shown.

E. Show provisions for future connection, referenced to building lines or approved bench marks.

F. Provide wiring diagrams for all individual communications systems as installed. Identify all components and show all wire and terminal numbers and connections.

G. At completion of project, deliver drawings to Engineer for review.

1.10 WARRANTY

A. The Contractor shall guarantee that all materials and labor installed are new and of first quality and that any material or labor found defective shall be replaced without cost to the Owner within one (1) year after substantial completion of the Contract or one (1) full season of heating and cooling operation, whichever is the greater. The guarantee shall list the date of the beginning of the one (1) year period, which shall be the date that the Substantial Completion Certificate is issued.

B. Any damage to the building, caused by defective work or material of the Contractor within the above-mentioned period, shall be satisfactorily repaired without cost to the Owner.

C. The guarantee does not include maintenance of equipment. The Owner shall accept full responsibility for proper operation and maintenance of equipment immediately upon substantial completion and occupancy of the building.

D. Final acceptance by the Owner will not occur until all operating instructions are mounted in Equipment Rooms and Operating Personnel thoroughly indoctrinated in the operation of all electrical equipment by the Contractor.

PART 2 - PRODUCTS

2.1 MATERIALS AND EQUIPMENT

A. Manufacturer's trade names and catalog numbers listed are intended to indicate the quality of equipment or materials desired. Manufacturers not listed in the specification will be considered substitutions and must have prior approval.

B. See Division 01 for Substitutions Procedures. Requests for substitution are to be submitted sufficiently ahead of the deadline, to give ample time for examination. Prior approval request for substitution must indicate the specific item or items to be furnished in lieu of those scheduled, together with complete technical and comparative data on scheduled items and items proposed for substitution.

C. If the engineer approves any proposed substitution, the approved product will be listed in an addendum. Bidders shall not rely on approval made in any other manner.

D. Electrical equipment may be installed with manufacturer's standard finish and color except where specific color, finish or choice is indicated. If the manufacturer has no standard finish, equipment shall have a prime coat and two finish coats of gray enamel.

E. High altitude operation: Capacity of all equipment is to be sized and manufactured to perform at the elevation of the project site. If not specifically indicated in the equipment schedule or in the specifications provide all required accessories and equipment for proper operation at elevation of the project site.

F. This Contractor shall be responsible for materials and equipment installed under this contract. Contractor shall also be responsible for the protection of materials and equipment of others from damage as a result of his work.

G. Manufactured material and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned as directed by manufacturer unless herein specified to the contrary.

H. This Contractor shall make the required arrangement with General Contractor or Construction Manager for the introduction into the building of equipment too large to pass through finished openings.

I. Store materials and equipment indoors at the job site or, if this is not possible, store on raised platforms and protect from the weather by means of waterproof covers. Coverings

shall permit circulation of air around the materials to prevent condensation of moisture. Screen or cap openings in equipment to prevent the entry of vermin.

2.2 **SUBSTITUTION OF MATERIALS** - Where substituted equipment requires electrical work that differs from basic design, cost of all changes, including re-design, shall be responsibility of contractor using substitution.

A. APPROVED MANUFACTURERS

1. In general, one particular manufacturer and part number or series is listed to describe equipment. Equivalent equipment of other manufacturers listed for that item may be substituted without prior approval. It shall be Contractor's responsibility to ensure that item used for bidding purposes is truly equivalent to that specified. If it is not equivalent, it will be rejected at shop drawing review and Contractor shall supply specified item at his own cost.
2. It is understood that manufacturers listed may not actually have equivalent product to that specified. If contractor/distributor has any questions regarding desired product characteristics and suitability of proposed substitution, he is encouraged to submit for prior approval. Also, any manufacturer not listed shall be submitted for prior approval.

B. PRIOR APPROVALS

1. Manufacturers not listed in specification or on schedule for a particular item are open for substitution prior to bid opening only.
2. Manufacturers desiring approval shall submit catalog cuts that define quality of product and ability to perform as specified. It is understood that no two manufactures use identical methods or make identical products. Any and all deviations from that specified shall be clearly noted.
3. Submittals shall arrive at Engineer at least ten (10) days prior to bid opening. All approvals will be listed in last addendum as being approved to bid. Items substituted, but not listed in contract documents, will not be considered if submitted on shop drawings.
4. Approval of substitute equipment is on basis of quality only. Materials supplier shall be responsible for his quotation reflecting proper selection of his particular equipment with regard to proper capacities, physical dimensions, requirements, intended function, finish, color, etc. Engineer will not give approval to specific model numbers or check capacities, dimensions, or requirements. Evaluation will be on basis of quality and equality to specified items.
5. Prior approval shall be obtained from engineer and no other entity (owner, etc.) is authorized to give such approval.

C. SAMPLES

1. Where, in Engineer’s opinion, product sample is required in order to determine appearance, quality, workmanship or operation, Contractor shall submit actual production samples of item in question.
2. Samples will be returned to Contractor. Approved samples may be used.

3. All costs incurred in providing and returning samples will be Contractor's responsibility.

2.3 PRODUCT AND SYSTEM SUBMITTALS

A. Submittals will be required for each piece of equipment, material or product as noted in the table below. All submittal shall be submitted, reviewed and all discrepancies addressed prior to ordering equipment or starting work. Any equipment ordered without having first completed the submittal process is done at the risk of the contractor. Any work performed prior to completing the submittal process is done at the risk of the contractor.

B. SUBMITTAL DEFINITIONS

1. Product Data: Provide manufacturers cut sheets that include general product information including but not limited to: Model Number, physical data, nominal capacities, rough-in requirements.
2. Performance Data: Provide detailed performance and capacities based on project specific requirements including but not limited to: voltage, phase, amperage, overcurrent protection, conductor size, conductor material, conduit size, color temperature, color rendering index, life expectance, efficacy, efficiency, IP ratings, light distribution types and lighting control.
3. Shop Drawings: Provide detailed drawings of the equipment showing overall dimensions, location of electrical connection, location of anchorage points, location of electrical and control panels, and all operating, service and maintenance clearances.
4. Delegated Design: Provide detailed drawings prepared and stamped by a registered Professional Engineer that detail pertinent design criterial, the materials and products to be installed and the required installation locations.
5. Wiring Diagram: Provide diagrams that identify and detail required field wiring.
6. Color Chart: Provide a physical color chart of material samples required for selection of equipment colors.
7. Sustainability Compliance: Provide literature that indicated a products compliance with LEED or Green Globes. See Division 01 for additional information and requirements.

C. SUBMITTAL FORMATS

1. Include the following information with each submittal:
   a. Project Name
   b. Submittal Date
   c. Name of Engineer
   d. Name of General Contractor or Construction Manager
   e. Name of Sub-Contractor
   f. Name of firm or entity that prepared the submittal
   g. Unique Submittal Number
   h. Type of Submittal
   i. Specification Section
   j. Name or Mark of equipment or material and detail or drawings reference.

2. All Submittal with the exception of color charts or material samples shall be electronically transmitted PDFs. All submittals over 8 Mb shall be setup on a share file site and access granted through email with folder's link for download.

D. SUBMITTAL REQUIREMENTS

1. Submittals shall be submitted as a complete specification section. The submittal must include all materials and equipment for that specification section. Submittals for individual materials of equipment will be rejected without review.
2. Submittals shall be complete, clearly show item used, size, dimensions, capacity, rough in, etc., as required for complete check and installation. Manufacturer's literature showing more than one item shall be clearly marked as to which item is being furnished or it will be rejected and returned without review.
3. Each submittal shall be thoroughly checked by the Contractor for compliance with the Contract Document requirements, accuracy of dimensions, relationship to the work of other trades, and conformance with sound, safe practices as to erection and installation. Each submittal shall then bear a stamp evidencing such checking and shall show corrections made, if any. Submittals requiring extensive corrections shall be revised before submission. Each submittal not stamped and signed by the General and Electrical Contractors evidencing such checking will be rejected and returned without review.
4. On each submittal, clearly indicate deviations from requirements in the Contract Documents, including minor variations and limitations; include relevant additional information and revisions, other than those requested on previous submittals. Indicate by highlighting on each submittal or noting on attached separate sheet.
5. Review of the shop drawings and literature by the engineer shall not relieve the contractor for responsibility for deviations for the drawings or specifications, nor shall it relieve the contractor from responsibility for errors in the shop drawings or literature. It is the responsibility of the contractor to provide materials and equipment which meet the specifications and job requirements.
6. Luminaires submittals shall include dimensions, quality, distribution, color rendering index, color temperature, optics, photometrics, all listings (UL, DLC, Energy Star, Made in America, etc.), IP ratings, voltage, wattage, warranty, installation methods, control methods, efficacy, efficiency, diffuser options, emergency operation and any required accessories. Provide IES and Revit files upon request.

E. ENGINEER'S REVIEW - Submittal review is for general design and arrangement only and does not relieve Contractor from any requirements of contract documents. Submittals will not be checked for quantity, dimension, fit or proper technical design of manufactured equipment. Where product or system performance deviations have not been specifically noted in submittal by Contractor, Engineer's review will not relieve Contractor's responsibility to provide complete and satisfactory working installation of equal quality and performance to specified system. Ordering, manufacture, shipment or installation of equipment prior to receipt of Engineer's written review is strictly at Contractor's risk and all costs associated with shipping, changes, replacement or restocking shall be Contractor's responsibility.

2.4 **SUB-CONTRACTORS** - With shop drawing submittals, Contractor shall submit list of all sub-contractors to be used for the project.

2.5 OPERATION AND MAINTENANCE MANUALS

A. Operation and Maintenance Manuals (O&M Manuals) shall contain:

1. Names and contact information for the Project, Project Engineer.
2. Names and contact information for the General Contractor or Construction Manager.
3. Names and contact information for sub-contractors.
4. Installation, maintenance and operating instructions for each piece of equipment.
5. Parts lists
6. Wiring Diagrams
7. Equipment Start-up and inspection certificates
8. Copies of Equipment Warranties
9. Copies of Submittals
10. Record Drawings.

B. Prior to substantial completion submit an electronic copy of the O&M manual in PDF format to the Engineer and Owner for Review and approval. The PDF shall be one file with an index and hyperlinks to each section. Individual bound PDFs without automated navigation will be rejected. All O&M data shall be grouped by the equipment type and ordered by the specification numbering.

C. Prior to final payment a final electronic copy of the O&M manual on an archival quality DVD as well as two printed copies shall be furnished to the owner. Printed copies shall have commercial quality 8-1/2” x 11” 3-ring binders with tabbed dividers for each section.

PART 3 - EXECUTION

3.1 SITE EXAMINATION

A. Prior to submitting bid, Contractor shall visit site of proposed work and familiarize himself with conditions affecting work. Allowance shall be made in bid for these conditions and no additional allowance shall be granted because of lack of knowledge of such conditions.

B. Contractor shall verify all measurements at building site.

3.2 CLEAN-UP AND COMMISSIONING

A. DURING CONSTRUCTION - Throughout construction, keep work area reasonably neat and orderly by periodic clean-ups.

B. COMMISSIONING - As independent parts of construction are completed, they may be commissioned and utilized during construction. See various sections for restrictions.

C. AT COMPLETION OF WORK

1. Clean equipment of dirt and debris, including interior of panels, outlet boxes, etc. Remove labels from and clean all fixture lenses.
2. Remove materials, scraps, etc., relative to this work and leave premises in clean and orderly condition. This includes all tunnels, attics, ceiling and crawl spaces.
3. Remove all temporary facilities and restore to conditions present prior to work.

3.3 PROJECT COMPLETION AND DEMONSTRATION

A. TESTING

1. Prior to final test, all switches, panelboards, devices, and fixtures shall be in place.
2. At completion of work, or upon request from Engineer, place entire electrical installation, and/or any portion thereof, in operation to demonstrate satisfactory operation.
3. All electrical systems shall be free from short circuits and unintentional grounds.
4. Furnish one (1) copy of certified test results to Engineer prior to final inspection and include one (1) copy in each Brochure of Equipment.

B. ADJUSTMENTS

1. Make all changes necessary to balance connected electrical loads on complete system. Arrange for balanced conditions of circuits under connected load demands, as contemplated by normal working conditions. Final load and balance test shall be demonstrated in presence of Engineer.
2. Immediately correct all deficiencies which are evidenced during tests and repeat tests until system is approved. Do not cover or conceal electrical installations until satisfactory tests are made and approved.

C. FINAL WALK-THRU

1. Conduct operating tests during final inspection. Demonstrate installation to operate satisfactorily in accordance with requirements of Contract Documents. Should any portion of installation fail to meet requirements of Contract Documents, repair or replace items failing to meet requirements until items can be demonstrated to comply.
2. Have instruments available for measuring light intensities, voltage and current values and for demonstration of continuity, grounds, or open circuit conditions.
3. Furnish personnel to assist in taking measurements and making tests. In event that systems are not complete and fully operational at time of final inspection, all costs of any subsequent inspections shall be borne by Contractor at no additional cost to Owner.

3.4 OWNER ORIENTATION AND TRAINING

A. GENERAL

1. The system training is intended to familiarize the Owner's operating and maintenance staff with all systems requiring maintenance. Training is to be provided after the systems are in place and operational, after issues noted during commissioning have been resolved, and before final acceptance.
2. See Individual specification sections for additional training requirements.

B. ATTENDANCE

1. Training is to be provided by contractor's representatives that are familiar with the system's operation and maintenance requirements. Individual training sessions (modules) are to provided for each type or group of systems, separated roughly by trade group that will be performing maintenance on the system.

C. SCHEDULE

1. Training sessions are to be provided for each training module. Length of training sessions will be determined by scope of training indicated below, and as coordinated with Owner after draft copy of training documents have been reviewed.

D. TRAINING DOCUMENTATION

1. Contractor to submit draft copy of agenda and training documents to Owner for review at least two weeks prior to training date.
2. Provide a copy of the following items for each person that will be attending the training sessions. Coordinate required number with the Owner.
    a. Training agenda.
    b. Summary of new systems and existing systems affected by this project.
    c. Summary of work performed under this project.
    d. List of important maintenance and trouble-shooting operations for all systems.

3. Provide minimum of 2 copies of following items:
    a. Contract documents including all drawings, specifications, addendums, and change orders.

E. TRAINING SESSIONS

1. Assemble at location to be determined by the Owner.
2. Distribute training documentation as indicated above.
3. Visit site and review locations, and perform detailed review of operation and maintenance requirements for current systems.

END OF SECTION 260010

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SECTION 260519 - LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Copper wire rated 600 V or less.
2. Connectors, splices, and terminations rated 600 V and less.

B. Related Requirements:

1. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 ACTION SUBMITTALS

A. Product Data: For each type of product.

PART 2 - PRODUCTS

2.1 COPPER WIRE

A. Description: Flexible, insulated and uninsulated, drawn copper current-carrying conductor with an overall insulation layer or jacket, or both, rated 600 V or less.

B. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:

1. Alcan Products Corporation; Alcan Cable Division.
2. Alpha Wire Company.
3. Belden Inc.
4. Cerro Wire LLC.
5. Encore Wire Corporation.
6. General Cable Technologies Corporation.
7. Okonite Company.
8. Service Wire Co.
9. Southwire Incorporated.
10. WESCO

C. Standards:

1. Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and use.
2. RoHS compliant.
3. Conductor and Cable Marking: Comply with wire and cable marking according to UL's "Wire and Cable Marking and Application Guide."

D. Conductors: Copper, complying with ASTM B 3 for bare annealed copper and with ASTM B 8 for stranded conductors.

E. Conductor Insulation:

1. Type THHN and Type THWN-2: Comply with UL 83.
2. Type THW-2: Comply with NEMA WC-70/ICEA S-95-658 and UL 83.
3. Type XHHW-2: Comply with UL 44.

2.2 CONNECTORS AND SPLICES

A. Description: Factory-fabricated connectors, splices, and lugs of size, ampacity rating, material, type, and class for application and service indicated; listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and use.

B. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:

1. 3M Electrical Products
2. AFC Cable Systems, Inc.
3. Gardner Bender.
4. Hubbell Power Systems, Inc.
5. Ideal Industries, Inc.
6. Ilsco; a branch of Bardes Corporation.
7. NSi Industries LLC.
8. O-Z/Gedney; a brand of the EGS Electrical Group.
9. Service Wire Co.
10. TE Connectivity Ltd.
11. Thomas and Betts Corp

PART 3 - EXECUTION

3.1 CONDUCTOR MATERIAL APPLICATIONS

A. Feeders and Branch Circuits: Copper; solid for No. 10 AWG and smaller; stranded for No. 8 AWG and larger.

3.2 CONDUCTOR INSULATION AND MULTICONDUCTOR CABLE APPLICATIONS AND WIRING METHODS

A. Service Entrance:

1. Type THHN/THWN-2, single conductors in raceway.

B. Feeders:

1. Type THHN/THWN-2, single conductors in raceway.

C. Branch Circuits:

1. Type THHN/THWN-2, single conductors in raceway.

3.3 INSTALLATION OF CONDUCTORS AND CABLES

A. Conceal conduit below finished grade, unless otherwise indicated.

B. Complete raceway installation between conductor and cable termination points according to Section 260533 "Raceways and Boxes for Electrical Systems" prior to pulling conductors and cables.

C. Use manufacturer-approved pulling compound or lubricant where necessary; compound used must not deteriorate conductor or insulation. Do not exceed manufacturer's recommended maximum pulling tensions and sidewall pressure values.

D. Use pulling means, including fish tape, cable, rope, and basket-weave wire/cable grips, that will not damage cables or raceway.

E. Install exposed raceways parallel and perpendicular to surfaces of exposed structural members, and follow surface contours where possible.

F. Support cables according to Section 260529 "Hangers and Supports for Electrical Systems."

G. **Provide a dedicated neutral conductor for <u>each</u> 120 V branch circuit**.

3.4 CONNECTIONS

A. Tighten electrical connectors and terminals according to manufacturer's published torque-tightening values. If manufacturer's torque values are not indicated, use those specified in UL 486A-486B.

B. Make splices, terminations, and taps that are compatible with conductor material and that possess equivalent or better mechanical strength and insulation ratings than unspliced conductors.

C. Wiring at Outlets: Install conductor at each outlet, with at least 6 inches (150 mm) of slack.

3.5 IDENTIFICATION

A. Identify and color-code conductors and cables according to Section 260553 "Identification for Electrical Systems."

B. Identify each spare conductor at each end with identity number and location of other end of conductor, and identify as spare conductor.

END OF SECTION 260519

SECTION 260526 - GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. RATIONALE – Grounding provides the foundation to the entire electrical system. This system is designed to:

1. Protect personnel.
2. Minimize damage to equipment and property in the event of high fault current situations,
3. Improve overall electrical system reliability, and
4. Minimize the effects of transient overvoltages.

B. Section includes grounding and bonding systems and equipment.

C. Section includes grounding and bonding systems and equipment, plus the following special applications:

1. Underground distribution grounding.

1.3 ACTION SUBMITTALS

A. Product Data: For each type of product.

1.4 INFORMATIONAL SUBMITTALS

A. Coordination Drawings: Plans showing dimensioned as-built locations of grounding features specified in "Field Quality Control" Article.

1. Ground rods

B. Qualification Data: For testing agency and testing agency's field supervisor.

C. Field quality-control reports.

D. Photographs of ground rod installation prior to burial.

E. Certified test results from ground resistance measurements.

PART 2 - PRODUCTS

2.1 SYSTEM DESCRIPTION

A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

B. Comply with UL 467 for grounding and bonding materials and equipment.

2.2 CONDUCTORS

A. Insulated Conductors: Copper wire or cable insulated for 600 V unless otherwise required by applicable Code or authorities having jurisdiction.

B. Equipment and wiring device grounding conductor shall be as follows:

1. Bare copper or have green insulation of same type as circuit conductors (larger wires may be permanently marked with green).
2. Properly sized in accordance with the NEC.

C. Bare Copper Conductors:

1. Solid Conductors: ASTM B 3.
2. Stranded Conductors: ASTM B 8.
3. Tinned Conductors: ASTM B 33.
4. Bonding Cable: 28 kcmil, 14 strands of No. 17 AWG conductor, 1/4 inch (6 mm) in diameter.
5. Bonding Conductor: No. 4 or No. 6 AWG, stranded conductor.
6. Bonding Jumper: Copper tape, braided conductors terminated with copper ferrules; 1-5/8 inches (41 mm) wide and 1/16 inch (1.6 mm) thick.
7. Tinned Bonding Jumper: Tinned-copper tape, braided conductors terminated with copper ferrules; 1-5/8 inches (41 mm) wide and 1/16 inch (1.6 mm) thick.

2.3 CONNECTORS

A. Listed and labeled by an NRTL acceptable to authorities having jurisdiction for applications in which used and for specific types, sizes, and combinations of conductors and other items connected.

B. Welded Connectors: Exothermic-welding kits of types recommended by kit manufacturer for materials being joined and installation conditions.

C. Cable-to-Cable Connectors: Compression type, copper or copper alloy.

D. Conduit Hubs: Mechanical type, terminal with threaded hub.

E. Ground Rod Clamps: Mechanical type, copper or copper alloy, terminal with hex head bolt.

F. Lay-in Lug Connector: Mechanical type, copper rated for direct burial terminal with set screw.

G. Service Post Connectors: Mechanical type, bronze alloy terminal, in short- and long-stud lengths, capable of single and double conductor connections.

H. Signal Reference Grid Clamp: Mechanical type, stamped-steel terminal with hex head screw.

I. Straps: Solid copper, copper lugs. Rated for 600 A.

J. U-Bolt Clamps: Mechanical type, copper or copper alloy, terminal listed for direct burial.

2.4 GROUNDING ELECTRODES

A. Ground Rods: Copper-clad steel; 3/4 inch by 10 feet (19 mm by 3 m).

PART 3 - EXECUTION

3.1 APPLICATIONS

A. Conductors: Install solid conductor for No. 10 AWG and smaller, and stranded conductors for No. 8 AWG and larger unless otherwise indicated.

B. Conductor Terminations and Connections:

1. Pipe and Equipment Grounding Conductor Terminations: Bolted connectors.
2. Connections to Ground Rods at Test Wells: Bolted connectors.
3. Any threaded bolt connectors shall be torqued in accordance with manufacturer's guidelines.

3.2 GROUNDING AT THE SERVICE

A. Equipment grounding conductors and grounding electrode conductors shall be connected to the ground bus. Install a main bonding jumper between the neutral and ground buses.

3.3 EQUIPMENT GROUNDING

A. Install insulated equipment grounding conductors with all feeders and branch circuits. Do not rely on conduit for the grounding path.

B. Multiple circuits sharing a raceway may share a single grounding conductor if all of the following requirements are met:

1. All circuits originate in the same panel.
2. No more than three single pole circuits may share a ground conductor.
3. Size the ground conductor for the largest circuit.

C. Install insulated equipment grounding conductors with the following items, in addition to those required by NFPA 70:

1. Feeders and branch circuits.
2. Lighting circuits.
3. Receptacle circuits.
4. Single-phase motor and appliance branch circuits.

D. Poles Supporting Outdoor Lighting Fixtures: Do not install a grounding electrode and a separate insulated equipment grounding conductor at these locations. Bond the equipment grounding conductor installed with branch-circuit conductors to the grounding terminal at the pole base.

3.4 INSTALLATION

A. Grounding Conductors: Route along shortest and straightest paths possible unless otherwise indicated or required by Code. Avoid obstructing access or placing conductors where they may be subjected to strain, impact, or damage.

B. Ground Rods: Drive rods until tops are 2 inches (50 mm) below finished floor or final grade unless otherwise indicated.

1. Interconnect ground rods with grounding electrode conductor below grade and as otherwise indicated. Make connections without exposing steel or damaging coating if any.
2. For grounding electrode system, install at least 2 rods spaced at least one-rod length from each other and located at least the same distance from other grounding electrodes, and connect to the service grounding electrode conductor.

C. Bonding Straps and Jumpers: Install in locations accessible for inspection and maintenance except where routed through short lengths of conduit.

1. Bonding to Structure: Bond straps directly to basic structure, taking care not to penetrate any adjacent parts.
2. Bonding to Equipment Mounted on Vibration Isolation Hangers and Supports: Install bonding so vibration is not transmitted to rigidly mounted equipment.
3. Use exothermic-welded connectors for outdoor locations; if a disconnect-type connection is required, use a bolted clamp.

D. Structural Steel: When available, bond structural steel to grounding electrode system, according to NFPA 70.

3.5 FIELD QUALITY CONTROL

A. Perform tests and inspections.

B. Tests and Inspections:

1. After installing grounding system but before permanent electrical circuits have been energized, test for compliance with requirements.
2. Inspect physical and mechanical condition. Verify tightness of accessible, bolted, electrical connections with a calibrated torque wrench according to manufacturer's written instructions.
3. Test completed grounding system at each location where a maximum ground-resistance level is specified, at service disconnect enclosure grounding terminal, and at individual ground rods. Make tests at ground rods before any conductors are connected.

    a. Measure ground resistance no fewer than two full days after last trace of precipitation and without soil being moistened by any means other than natural drainage or seepage and without chemical treatment or other artificial means of reducing natural ground resistance.
    b. Perform tests by fall-of-potential method according to IEEE 81.

4. Prepare dimensioned Drawings locating each test well, ground rod and ground-rod assembly, and other grounding electrodes. Identify each by letter in alphabetical order, and key to the record of tests and observations. Include the number of rods driven and their depth at each location, and include observations of weather and other phenomena that may affect test results. Describe measures taken to improve test results.

C. Grounding system will be considered defective if it does not pass tests and inspections.

D. Prepare test and inspection reports.

E. Report measured ground resistances that exceed 25 ohms to ground.

F. Excessive Ground Resistance: If resistance to ground exceeds specified values, notify Engineer promptly and include recommendations to reduce ground resistance.

END OF SECTION 260526

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SECTION 260529 - HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Steel slotted support systems.
2. Conduit and cable support devices.
3. Support for conductors in vertical conduit.
4. Structural steel for fabricated supports and restraints.
5. Mounting, anchoring, and attachment components, including powder-actuated fasteners, mechanical expansion anchors, concrete inserts, clamps, through bolts, toggle bolts, and hanger rods.
6. Fabricated metal equipment support assemblies.

1.2 ACTION SUBMITTALS

A. Product Data: For each type of product.

1.3 INFORMATIONAL SUBMITTALS

A. Seismic Qualification Data: Certificates, for hangers and supports for electrical equipment and systems, accessories, and components, from manufacturer.

1.4 COORDINATION

A. Coordinate size and location of concrete bases. Cast anchor-bolt inserts into bases. Concrete, reinforcement, and formwork requirements are specified together with concrete Specifications.

B. Coordinate installation of equipment supports.

PART 2 - PRODUCTS

2.1 SUPPORT, ANCHORAGE, AND ATTACHMENT COMPONENTS

A. Steel Slotted Support Systems: Preformed steel channels and angles with minimum 13/32-inch- (10-mm-) diameter holes at a maximum of 8 inches (200 mm) o.c. in at least one surface.

1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:

    a. Allied Tube & Conduit; a part of Atkore International.
    b. B-line, an Eaton business.
    c. ERICO International Corporation.
    d. Flex-Strut Inc.
    e. Gripple Inc.
    f. G-Strut.
    g. Thomas & Betts Corporation; A Member of the ABB Group.
    h. Unistrut; Part of Atkore International.
2. Standard: Comply with MFMA-4 factory-fabricated components for field assembly.
3. Material for Channel, Fittings, and Accessories: Galvanized steel.
4. Channel Width: Selected for applicable load criteria.
5. Metallic Coatings: Hot-dip galvanized after fabrication and applied according to MFMA-4.
6. Nonmetallic Coatings: Manufacturer's standard PVC, polyurethane, or polyester coating applied according to MFMA-4.
7. Painted Coatings: Manufacturer's standard painted coating applied according to MFMA-4.
8. Protect finishes on exposed surfaces from damage by applying a strippable, temporary protective covering before shipping.

B. Conduit and Cable Support Devices: Steel hangers, clamps, and associated fittings, designed for types and sizes of raceway or cable to be supported.

C. Support for Conductors in Vertical Conduit: Factory-fabricated assembly consisting of threaded body and insulating wedging plug or plugs for nonarmored electrical conductors or cables in riser conduits. Plugs shall have number, size, and shape of conductor gripping pieces as required to suit individual conductors or cables supported. Body shall be made of malleable iron.

D. Structural Steel for Fabricated Supports and Restraints: ASTM A 36/A 36M steel plates, shapes, and bars; black and galvanized.

E. Mounting, Anchoring, and Attachment Components: Items for fastening electrical items or their supports to building surfaces include the following:

1. Powder-Actuated Fasteners: Threaded-steel stud, for use in hardened portland cement concrete, steel, or wood, with tension, shear, and pullout capacities appropriate for supported loads and building materials where used.
2. Mechanical-Expansion Anchors: Insert-wedge-type, zinc-coated steel, for use in hardened portland cement concrete, with tension, shear, and pullout capacities appropriate for supported loads and building materials where used.
3. Concrete Inserts: Steel or malleable-iron, slotted support system units are similar to MSS Type 18 units and comply with MFMA-4 or MSS SP-58.
4. Clamps for Attachment to Steel Structural Elements: MSS SP-58 units are suitable for attached structural element.

5. Through Bolts: Structural type, hex head, and high strength. Comply with ASTM A 325.
6. Toggle Bolts: All-steel springhead type.
7. Hanger Rods: Threaded steel.

2.2 FABRICATED METAL EQUIPMENT SUPPORT ASSEMBLIES

A. Description: Welded or bolted structural-steel shapes, shop or field fabricated to fit dimensions of supported equipment.

PART 3 - EXECUTION

3.1 APPLICATION

A. Comply with the following standards for application and installation requirements of hangers and supports, except where requirements on Drawings or in this Section are stricter:

1. NECA 1.
2. NECA 101
3. NECA 102.
4. NECA 105.
5. NECA 111.

B. Comply with requirements for raceways and boxes specified in Section 260533 "Raceways and Boxes for Electrical Systems."

C. Maximum Support Spacing and Minimum Hanger Rod Size for Raceways: Space supports for EMT, IMC, and RMC as required by NFPA 70. Minimum rod size shall be 1/4 inch (6 mm) in diameter.

D. Spring-steel clamps designed for supporting single conduits without bolts may be used for 1-1/2-inch (38-mm) and smaller raceways serving branch circuits and communication systems above suspended ceilings, and for fastening raceways to trapeze supports.

3.2 SUPPORT INSTALLATION

A. Comply with NECA 1 and NECA 101 for installation requirements except as specified in this article.

B. Raceway Support Methods: In addition to methods described in NECA 1, EMT, IMC and RMC may be supported by openings through structure members, according to NFPA 70.

C. Strength of Support Assemblies: Where not indicated, select sizes of components so strength will be adequate to carry present and future static loads within specified loading

limits. Minimum static design load used for strength determination shall be weight of supported components plus 200 lb (90 kg).

D. Mounting and Anchorage of Surface-Mounted Equipment and Components: Anchor and fasten electrical items and their supports to building structural elements by the following methods unless otherwise indicated by code:

1. To Wood: Fasten with lag screws or through bolts.
2. To New Concrete: Bolt to concrete inserts.
3. Instead of expansion anchors, powder-actuated driven threaded studs provided with lock washers and nuts may be used in existing standard-weight concrete 4 inches (100 mm) thick or greater. Do not use for anchorage to lightweight-aggregate concrete or for slabs less than 4 inches (100 mm) thick.
4. To Steel: Beam clamps (MSS SP-58,Type 19, 21, 23, 25, or 27), complying with MSS SP-69.

E. Drill holes for expansion anchors in concrete at locations and to depths that avoid the need for reinforcing bars.

3.3 INSTALLATION OF FABRICATED METAL SUPPORTS

A. Cut, fit, and place miscellaneous metal supports accurately in location, alignment, and elevation to support and anchor electrical materials and equipment.

B. Field Welding: Comply with AWS D1.1/D1.1M.

3.4 CONCRETE BASES

A. Construct concrete bases of dimensions indicated but not less than 4 inches (100 mm) larger in both directions than supported unit, and so anchors will be a minimum of 10 bolt diameters from edge of the base.

B. Use 3000-psi (20.7-MPa), 28-day compressive-strength concrete.

C. Anchor equipment to concrete base.

1. Place and secure anchorage devices. Use supported equipment manufacturer's setting drawings, templates, diagrams, instructions, and directions furnished with items to be embedded.
2. Install anchor bolts to elevations required for proper attachment to supported equipment.
3. Install anchor bolts according to anchor-bolt manufacturer's written instructions.

END OF SECTION 260529

SECTION 260533 - RACEWAYS AND BOXES FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes

1. Metal conduits and fittings.
2. Nonmetallic conduits and fittings.
3. Metal wireways and auxiliary gutters.
4. Boxes, enclosures, and cabinets.
5. Handholes for exterior underground cabling.

1.2 ACTION SUBMITTALS

A. Product Data: For surface raceways, wireways and fittings, floor boxes, hinged-cover enclosures, and cabinets.

B. For custom enclosures and cabinets include plans, elevations, sections, details, and attachments to other work.

C. For duct banks and conduit in shared trenches submit coordination drawings showing duct profiles and coordination with other utilities and underground structures, including but not limited to scaled drawings of plans and sections showing bends and locations of expansion fittings.

1.3 COORDINATION OF BURIED RACEWAYS ON SITE

A. Coordinate layout and installation of ducts and handholes with final arrangement of other utilities, site grading, and surface features as determined in the field.

B. Coordinate elevations of ducts and duct-bank entrances into handholes with final locations and profiles of ducts and duct banks as determined by coordination with other utilities, underground obstructions, and surface features. Revise locations and elevations from those indicated as required to suit field conditions and to ensure that duct runs drain to manholes and handholes.

PART 2 - PRODUCTS

2.1 METAL CONDUITS AND FITTINGS

A. Metal Conduit:

1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
    a. Allied Tube & Conduit; a part of Atkore International.
    b. Electri-Flex Company.
    c. O-Z/Gedney; a brand of Emerson Industrial Automation.
    d. Patriot Aluminum Products, LLC.
    e. Perma-Cote.
    f. Picoma Industries, Inc.
    g. Plasti-Bond.
    h. Republic Conduit.
    i. Southwire Company.
    j. Thomas & Betts Corporation; A Member of the ABB Group.
    k. Western Tube and Conduit Corporation.

2. Listing and Labeling: Metal conduits, tubing, and fittings shall be listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
3. GRC: Comply with ANSI C80.1 and UL 6.
4. IMC: Comply with ANSI C80.6 and UL 1242.
5. PVC-Coated Steel Conduit: PVC-coated rigid steel conduit.
    a. Comply with NEMA RN 1.
    b. Coating Thickness: 0.040 inch, minimum.
6. EMT: Comply with ANSI C80.3 and UL 797.
7. FMC: Comply with UL 1; zinc-coated steel.
8. LFMC: Flexible steel conduit with PVC jacket and complying with UL 360.

B. Metal Fittings: Comply with NEMA FB 1 and UL 514B.

1. Listing and Labeling: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
2. Fittings, General: Listed and labeled for type of conduit, location, and use.
3. Conduit Fittings for Hazardous (Classified) Locations: Comply with UL 1203 and NFPA 70.
4. Fittings for EMT:
    a. Material: Steel.
    b. Type: Setscrew.
5. Expansion Fittings: PVC or steel to match conduit type, complying with UL 651, rated for environmental conditions where installed, and including flexible external bonding jumper.
6. Coating for Fittings for PVC-Coated Conduit: Minimum thickness of 0.040 inch, with overlapping sleeves protecting threaded joints.

C. Joint Compound for IMC or GRC: Approved, as defined in NFPA 70, by authorities having jurisdiction for use in conduit assemblies, and compounded for use to lubricate and protect threaded conduit joints from corrosion and to enhance their conductivity.

2.2 NONMETALLIC CONDUITS AND FITTINGS

A. Nonmetallic Conduit:

1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:

    a. Arnco Corporation.
    b. CANTEX INC.
    c. CertainTeed Corporation.
    d. Champion Fiberglass, Inc.
    e. Condux International, Inc.
    f. Electri-Flex Company.
    g. FRE Composites.
    h. Kraloy.
    i. Lamson & Sessions.
    j. Niedax Inc.
    k. RACO; Hubbell.
    l. Thomas & Betts Corporation; A Member of the ABB Group.

B. Listing and Labeling: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

1. RNC: Type EPC-40-PVC or Type EPC-80-PVC, complying with NEMA TC 2 and UL 651 unless otherwise indicated.
2. LFNC: Comply with UL 1660.
3. Rigid HDPE: Comply with UL 651A.
4. Continuous HDPE: Comply with UL 651B.

C. Nonmetallic Fittings:

1. Fittings, General: Listed and labeled for type of conduit, location, and use.
2. Fittings for ENT and RNC: Comply with NEMA TC 3; match to conduit or tubing type and material.
3. Fittings for LFNC: Comply with UL 514B.
4. Solvents and Adhesives: As recommended by conduit manufacturer.

2.3 STANDARD CONDUIT SEALS

A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:

1. American Polywater Corporation
2. Dura-Line, Inc.
3. FS3, Inc.

B. Description: Sealing compound for use in underground conduit to prevent water and gas infiltration in non-classified locations.

1. Semi-permanent, re-enterable seal.
2. Compatible with PVC, rigid steel, EMT, IMC, fiberglass and polyethylene conduits.
3. Keeps water, acids, greases, gases, insects, rodents, etc., out of the conduit.
4. Two-part high-expansion urethane foam with 98% closed cell content.
5. Cured compressive strength of 300 lbs. (ASTM D790), tensile strength of 250 lbs. (ASTM D1623), and flexural strength of 450 lbs. (ASTM D790) and temperature range of -20º to 200ºF.
6. Cured sealant will be capable of holding 10 psi water pressure continuously.
7. Meets NEC requirements for raceway seals per Articles 225.27, 230.8 and 300.5
8. FST™ Sealant or equivalent.

2.4 METAL WIREWAYS AND AUXILIARY GUTTERS

A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:

1. B-line, an Eaton business.
2. Hoffman; a brand of Pentair Equipment Protection.
3. MonoSystems, Inc.

B. Description: Sheet metal, complying with UL 870 and NEMA 250, Type 3R, Type 4 or Type 12 unless otherwise indicated, and sized according to NFPA 70.

1. Metal wireways installed outdoors shall be listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

C. Fittings and Accessories: Include covers, couplings, offsets, elbows, expansion joints, adapters, hold-down straps, end caps, and other fittings to match and mate with wireways as required for complete system.

D. Wireway Covers: Screw-cover type unless otherwise indicated.

E. Finish: Manufacturer's standard enamel finish.

2.5 BOXES, ENCLOSURES, AND CABINETS

A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:

1. Crouse-Hinds, an Eaton business.
2. Erickson Electrical Equipment Company.
3. Hoffman; a brand of Pentair Equipment Protection.
4. Hubbell Incorporated.
5. Hubbell Incorporated; Wiring Device-Kellems.
6. Milbank Manufacturing Co.

7. MonoSystems, Inc.
8. Oldcastle Enclosure Solutions.
9. O-Z/Gedney; a brand of Emerson Industrial Automation.
10. RACO; Hubbell.
11. Stahlin Non-Metallic Enclosures.
12. Thomas & Betts Corporation; A Member of the ABB Group.

B. General Requirements for Boxes, Enclosures, and Cabinets: Boxes, enclosures, and cabinets installed in wet locations shall be listed for use in wet locations.

C. Sheet Metal Outlet and Device Boxes: Comply with NEMA OS 1 and UL 514A.

D. Cast-Metal Outlet and Device Boxes: Comply with NEMA FB 1, aluminum, Type FD, with gasketed cover.

E. Nonmetallic Outlet and Device Boxes: Comply with NEMA OS 2 and UL 514C.

F. Small Sheet Metal Pull and Junction Boxes: NEMA OS 1.

G. Cast-Metal Access, Pull, and Junction Boxes: Comply with NEMA FB 1 and UL 1773, cast aluminum with gasketed cover.

H. Box extensions used to accommodate new building finishes shall be of same material as recessed box.

I. Device Box Dimensions: 4 inches square by 2-1/8 inches deep with single gang mud ring unless device(s) requires otherwise.

J. Gang-able boxes are allowed for 6-gang or larger.

K. Hinged-Cover Enclosures: Comply with UL 50 and NEMA 250, Type 1, Type 3R, Type 4 or Type 12 with continuous-hinge cover with flush latch unless otherwise indicated.

1. Metal Enclosures: Steel, finished inside and out with manufacturer's standard enamel.
2. Nonmetallic Enclosures: Plastic.
3. Interior Panels: Steel; all sides finished with manufacturer's standard enamel.

L. Cabinets:

1. NEMA 250, Type 3R or Type 12 galvanized-steel box with removable interior panel and removable front, finished inside and out with manufacturer's standard enamel.
2. Hinged door in front cover with flush latch and concealed hinge.
3. Key latch to match panelboards.
4. Metal barriers to separate wiring of different systems and voltage.
5. Accessory feet where required for freestanding equipment.
6. Nonmetallic cabinets shall be listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

2.6 DUCT ACCESSORIES FOR BURIED CONDUITS

A. Duct Separators: Factory-fabricated rigid PVC interlocking, intermediate (horizontal) spacers, sized for type and sizes of ducts with which used, and selected to provide minimum duct spacings indicated while supporting ducts during concreting or backfilling.

2.7 HANDHOLES FOR EXTERIOR UNDERGROUND WIRING

A. General Requirements for Handholes:

1. Handholes for use in underground systems shall be designed and identified as defined in NFPA 70, for intended location and application.
2. Handholes shall be listed and labeled for installation in wet areas as defined in NFPA 70. They shall be tested by a qualified testing agency, and marked for intended location and application.

B. Polymer-Concrete Handholes with Polymer-Concrete Cover: Molded of sand and aggregate, bound together with polymer resin, and reinforced with steel, fiberglass, or a combination of the two.

1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
   a. Armorcast Products Company.
   b. NewBasis.
   c. Oldcastle Enclosure Solutions.
   d. Oldcastle Precast, Inc.
   e. Quazite (Hubbell).

2. Standard: Comply with ANSI/SCTE 77.
3. Load Ratings:
   a. Tier 5 for non-traffic areas and sidewalk applications with a safety factor for occasional non-deliberate vehicular traffic.
   b. Tier 22 for driveway, parking lot, and off-road applications subject to occasional non-deliberate heavy vehicular traffic.
   c. AASHTO H-20 for roadways and other deliberate vehicular traffic applications.

4. Configuration: Designed for flush burial with open bottom unless otherwise indicated.
5. Sides:
   a. Provide a tapered-side unit when handhole is located in landscaped areas.
   b. Provide a straight-side unit when handhole is located in hardscape areas.

6. Cover: Weatherproof, secured by stainless steel, tamper-resistant, locking devices and having structural load rating consistent with enclosure and handhole location.
7. Cover Finish: Nonskid finish shall have a minimum coefficient of friction of 0.50.
8. Cover Legend: Molded lettering, "ELECTRIC" or “COM” as indicated on drawings.

9. Conduit Entrance Provisions: Conduit-terminating fittings shall mate with entering ducts for secure, fixed installation in enclosure wall.

PART 3 - EXECUTION

3.1 RACEWAY APPLICATION

A. Outdoors: Apply raceway products as specified below unless otherwise indicated:

1. Exposed Conduit: GRC or Schedule 80 PVC where required by utility or required for special environments. Exposed Schedule 40 PVC is not allowed.
2. Concealed Aboveground Conduit: EMT.
3. Underground Conduit: RNC, Type EPC-40-PVC, or HDPE in fine bedded trench.
4. Elbows for underground conduit:
   a. Long sweep
   b. GRS with PVC or bitumastic coating, or fiberglass as required by the utility.
5. Under roadways and paved or concrete walkways: Type EPC-80-PVC or HDPE in fine bedded trench.
6. Connection to Vibrating Equipment (Including Transformers and Hydraulic, Pneumatic, Electric Solenoid, or Motor-Driven Equipment): LFMC.
7. Boxes and Enclosures, Aboveground: NEMA 250, Type 3R.
8. Provide expansion-joint fittings where required below.

B. Minimum Raceway Size: 1 inch trade size for telecom/data and 3/4 inch trade size for all other applications.

C. Raceway Fittings: Compatible with raceways and suitable for use and location.

1. Rigid and Intermediate Steel Conduit: Use threaded rigid steel conduit fittings unless otherwise indicated. Comply with NEMA FB 2.10.
2. PVC Externally Coated, Rigid Steel Conduits: Use only fittings listed for use with this type of conduit. Patch and seal all joints, nicks, and scrapes in PVC coating after installing conduits and fittings. Use sealant recommended by fitting manufacturer and apply in thickness and number of coats recommended by manufacturer.
3. EMT: Use setscrew, steel fittings. Comply with NEMA FB 2.10.
4. Flexible Conduit: Use only fittings listed for use with flexible conduit. Comply with NEMA FB 2.20.

D. Install nonmetallic conduit or tubing for protecting bare grounding conductors.

E. Do not install nonmetallic conduit where ambient temperature exceeds 120 deg F (49 deg C).

3.2 INSTALLATION

A. Comply with requirements in Section 260529 "Hangers and Supports for Electrical Systems" for hangers and supports.

B. Comply with NECA 1 and NECA 101 for installation requirements except where requirements on Drawings or in this article are stricter. Comply with NFPA 70 limitations for types of raceways allowed in specific occupancies and number of floors.

C. Do not install raceways or electrical items on any rotating equipment.

D. Whenever routed in parallel, maintain 12” minimum separation between communications conduits and power conduits. Where these conduits must intersect, cross at 90 degrees.

E. Comply with requirements in Section 260529 "Hangers and Supports for Electrical Systems" for hangers and supports.

F. Install no more than the equivalent of three 90-degree bends in any conduit run except for control wiring conduits, for which fewer bends are allowed. Support within 12 inches of changes in direction.

G. Make bends in raceway using large-radius preformed ells. Field bending shall be according to NFPA 70 minimum radii requirements. Use only equipment specifically designed for material and size involved.

H. Conceal conduit and EMT below grade otherwise indicated.

I. Support conduit within 12 inches of enclosures to which attached.

J. Threaded Conduit Joints, Exposed to Wet, Damp, Corrosive, or Outdoor Conditions: Apply listed compound to threads of raceway and fittings before making up joints. Follow compound manufacturer's written instructions.

K. Coat field-cut threads on PVC-coated raceway with a corrosion-preventing conductive compound prior to assembly.

L. Raceway Terminations at Locations Subject to Moisture or Vibration: Use insulating bushings to protect conductors including conductors smaller than No. 4 AWG.

M. Install raceways square to the enclosure and terminate at enclosures with locknuts. Install locknuts hand tight plus 1/4 turn more.

N. Do not rely on locknuts to penetrate nonconductive coatings on enclosures. Remove coatings in the locknut area prior to assembling conduit to enclosure to assure a continuous ground path.

O. Cut conduit perpendicular to the length. For conduits 2-inch trade size and larger, use roll cutter or a guide to make cut straight and perpendicular to the length.

P. Terminate threaded conduits into threaded hubs or with locknuts on inside and outside of boxes or cabinets. Install bushings on conduits up to 1-1/4-inch trade size and insulated throat metal bushings on 1-1/2-inch trade size and larger conduits terminated with locknuts. Install insulated throat metal grounding bushings on service conduits.

Q. Install pull wires in empty raceways. Use polypropylene or monofilament plastic line with not less than 200-lb (90-kg) tensile strength. Leave at least 12 inches of slack at each end of pull wire.

R. Install raceway sealing fittings at accessible locations according to NFPA 70 and fill them with listed sealing compound.

S. Expansion-Joint Fittings:

1. Install where RNC (Schedule 80 PVC) is allowed/required for utility riser at service entrance.
2. Install in each run of aboveground RNC that is located where environmental temperature change may exceed 30 deg F (17 deg C) and that has straight-run length that exceeds 25 feet (7.6 m).
3. Install type and quantity of fittings that accommodate temperature change listed for each of the following locations:
    a. Outdoor Locations Not Exposed to Direct Sunlight: 125 deg F (70 deg C) temperature change.
    b. Outdoor Locations Exposed to Direct Sunlight: 155 deg F (86 deg C) temperature change.
4. Install fitting(s) that provide expansion and contraction for at least 0.00041 inch per foot of length of straight run per degree F of temperature change for PVC conduits.
5. Install each expansion-joint fitting with position, mounting, and piston setting selected according to manufacturer's written instructions for conditions at specific location at time of installation. Install conduit supports to allow for expansion movement.

T. Flexible Conduit Connections: Comply with NEMA RV 3. Use a maximum of 72 inches of flexible conduit for equipment subject to vibration, noise transmission, or movement; and for transformers and motors.

1. Use LFMC in damp or wet locations subject to severe physical damage.
2. Use LFMC or LFNC in damp or wet locations not subject to severe physical damage.

U. Fasten junction and pull boxes to or support from structure. Do not support boxes by conduits.

3.3 INSTALLATION OF UNDERGROUND CONDUIT

A. General

1. Electrical contractor (EC) shall review all specifications (including Civil) for this project and be responsible for all trenching associated with electrical work, whether the actual work is accomplished by the electrical contractor, the general contractor or other contractors.
2. Prior to any trenching, contact 811 'Call-Before-You-Dig' and coordinate with owner and utilities to locate all buried power, communications, gas, water, sewer, irrigation piping, etc. From this information, establish the best routing and plan for areas that will require hand digging.
3. EC shall be responsible for repair of any damage to existing buried power, communications, gas, water, sewer, irrigation piping, etc. that occurs as a result of trenching for the electrical work. EC shall hire trained and certified craftsmen to perform the repairs and bring them back to 'like existing conditions'. Repair work will not be considered complete until all systems are once again functioning properly and owner is satisfied with the repairs.
4. Any time there are two or more conduits in a trench, intermediate (horizontal) spacers shall be used. These allow for the following:
    a. Maintaining conduit separation in accordance with NEC 310.15(C)(2).
    b. Allowing for proper bedding and compaction to a dense and unyielding condition.

B. Excavation

1. Carefully cut and retain sod alive for reinstallation. Saw cut, remove and dispose of concrete and asphalt.
2. Excavate trenches to depth required to install top of duct bank at least 24 inches below finished grade, unless otherwise indicated.
3. Excavate trenches to uniform widths to provide 3 inches on each side of conduits, and sufficiently wide to maintain required separations as noted below.
4. Slope: Pitch ducts a minimum slope of 1:300 down toward manholes and handholes and away from buildings and equipment. Slope ducts from a high point in runs between two manholes to drain in both directions.
5. Trenches in Tree- and Plant-Protection Zones:
    a. Hand-excavate to indicated lines, cross sections, elevations, and subgrades. Use narrow-tine spading forks to comb soil and expose roots. Do not break, tear, or chop exposed roots. Do not use mechanical equipment that rips, tears, or pulls roots.
    b. Do not cut main lateral roots or taproots; cut only smaller roots that interfere with installation of utilities.

C. Trench Bedding

1. Excavate and shape trench bottoms to provide uniform bearing and support of conduits. Shape subgrade to provide continuous support for joints, fittings, and bodies of conduits. Remove projecting stones and sharp objects along trench subgrade. Excavate trenches 6 inches deeper than elevation required to allow for bedding course.
2. Provide 6" of clean, crushed Class I granular bedding material to be installed and compacted in the bottom of the trench prior to installation of conduits. Place backfill on subgrades free of mud, frost, snow, or ice. Shape bedding course to provide continuous support for joints, fittings, and bodies of conduits.

D. Conduit Installation

1. Direct-Buried Duct Banks - Whenever two or more conduits (including spares), or other utilities, are installed in a trench, spacing shall be as follows:
   a. All conduits/pipes shall be at the same horizontal level within the trench.
   b. Install molded plastic horizontal spacers every six feet.
   c. Maintain a minimum 3-inch separation between power conduits.
   d. Maintain a minimum 12-inch separation between power and communications conduits.
   e. Maintain a minimum 24-inch separation from water lines.
   f. Maintain a minimum 24-inch separation from gas or sewer lines.
   g. All conduit separations are measured surface-to-surface and not center-to-center.
2. Support ducts on duct separators coordinated with duct size, duct spacing, and outdoor temperature.
3. Space separators close enough to prevent sagging and deforming of ducts, with not less than 4 spacers per 20 feet of duct. Secure separators to earth and to ducts to prevent displacement during backfill and yet permit linear duct movement due to expansion and contraction as temperature changes. Stagger spacers approximately 6 inches between tiers.
4. After installing first tier of ducts, backfill and compact. Start at tie-in point and work toward end of duct run, leaving ducts at end of run free to move with expansion and contraction as temperature changes during this process. Repeat procedure after placing each tier. After placing last tier, hand-place backfill to 4 inches (100 mm) over ducts and hand tamp. Firmly tamp backfill around ducts to provide maximum supporting strength. Use hand tamper only. After placing controlled backfill over final tier, make final duct connections at end of run and complete backfilling.
5. Where spare buried conduits are installed, they shall have pull string as noted above. Cap each end of conduit to avoid entrance of moisture or vermin. Mark dimensioned termination locations on as-built, red-line drawings. Where noted on plans, spare conduits shall terminate in handholes or above grade alongside raceways in use.
6. Curves and Bends: Use 5-degree angle couplings for small changes in direction. Use manufactured RGS or fiberglass, long sweep (large radius) bends for both horizontal and vertical bends 45-degree or greater.
7. Install manufactured duct elbows for stub-up at poles and equipment unless otherwise indicated. Encase elbows for stub-up ducts throughout length of elbow.
8. Install manufactured rigid steel conduit elbows for stub-ups at poles and equipment.
   a. Couple steel conduits to ducts with adapters designed for this purpose, and encase coupling with 3 inches of concrete for a minimum of 12 inches on each side of the coupling.
   b. For stub-ups at equipment mounted on outdoor concrete bases and where conduits penetrate building foundations, extend steel conduit horizontally a minimum of 60 inches from edge of foundation or equipment base. Install insulated grounding bushings on terminations at equipment.

E. Backfill - After installing conduit, backfill and compact to 95 percent of adjacent undisturbed soil. Start at tie-in point, and work toward end of conduit run, leaving conduit

at end of run free to move with expansion and contraction as temperature changes during this process.

1. Trenches under Footings: Refer to and comply with structural details and specifications.
2. Trenches under Roadways: Backfill only after concrete is set.
3. Initial Backfill: Place and compact initial backfill of subbase material, free of particles larger than 1 inch in any dimension, to a height of 12 inches over the conduits. Carefully compact initial backfill under conduit haunches and compact evenly up on both sides and along the full length of conduit to avoid damage or displacement of piping or conduit. Coordinate backfilling with utilities testing.
4. After placing controlled backfill to within 12 inches of finished grade, make final conduit connection at end of run and complete backfilling with normal compaction.

F. Underground Warning Tape: Comply with requirements in Section 260553 "Identification for Electrical Systems."

G. Compaction - Firmly hand tamp backfill around conduit to provide maximum supporting strength. Prior to commencing compaction work, coordinate all requirements with site civil specifications. The most stringent compaction requirements shall take precedence.

1. Compact each layer of initial and final backfill soil material at 95 percent. Refer to geotechnical engineer for relative density of adjacent soils.

H. Finishing

1. Replace sod to match existing. Pour concrete and replace asphalt to match adjacent surfaces.

3.4 INSTALLATION OF UNDERGROUND HANDHOLES

A. Install handholes level and plumb and with orientation and depth coordinated with connecting conduits to minimize bends and deflections required for proper entrances.

B. Unless otherwise indicated, support units on a level bed of crushed stone or gravel, graded from 1/2-inch sieve to No. 4 sieve and compacted to same density as adjacent undisturbed earth.

C. Elevation: In paved areas, set so cover surface will be flush with finished grade. Set covers of other enclosures 1 inch above finished grade.

D. Where required, field-cut openings for conduits according to enclosure manufacturer's written instructions. Cut wall of enclosure with a tool designed for material to be cut. Size holes for terminating fittings to be used, and seal around penetrations after fittings are installed.

3.5 PROTECTION

A. Protect coatings, finishes, and cabinets from damage and deterioration.

1. Repair damage to galvanized finishes with zinc-rich paint recommended by manufacturer.
2. Repair damage to PVC coatings or paint finishes with matching touchup coating recommended by manufacturer.

END OF SECTION 260533

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SECTION 260553 - IDENTIFICATION FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes:

1. Color and legend requirements for raceways, conductors, and warning labels and signs.
2. Tapes and stencils.
3. Signs.
4. Cable ties.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. Comply with ASME A13.1.

B. Comply with NFPA 70.

C. Comply with 29 CFR 1910.144 and 29 CFR 1910.145.

D. Comply with ANSI Z535.4 for safety signs and labels.

E. Comply with NFPA 70E requirements for arc-flash warning labels.

F. Adhesive-attached labeling materials, including label stocks, laminating adhesives, and inks used by label printers, shall comply with UL 969.

2.2 COLOR AND LEGEND REQUIREMENTS

A. Conductor Color-Coding for Phase and Voltage-Level Identification, 600 V or Less: Use colors listed below for ungrounded service, feeder and branch-circuit conductors.

1. Utilize factory applied, colored insulation for No. 8 AWG and smaller.
2. If Authority Having Jurisdiction permits, for sizes larger than No. 8 AWG, where conductors with factory colored insulation are not commonly available, colored

non-aging, plastic tape may be field applied. Apply in half-lapped turns for a minimum distance of 6 inches (150 mm) from terminal points and in boxes where splices or taps are made. Apply last two turns of tape with no tension to prevent possible unwinding. Locate bands to avoid obscuring factory cable markings.

3. Colors for Single-Phase, 240/120V Circuits:

   a. Phase A: Black.
   b. Phase B: Red.
   c. Neutral: White.

4. Color for Equipment Grounds: Bare copper or Green.
5. Lighting Circuit Switched Legs and 3-way/4-way Traveler: Color unique to those listed above.

B. Warning Label Colors:

1. Identify system voltage with black letters on an orange background.

C. Warning labels and signs shall include, but are not limited to, the following legends:

1. Workspace Clearance Warning: "WARNING - OSHA REGULATION - AREA IN FRONT OF ELECTRICAL EQUIPMENT MUST BE KEPT CLEAR FOR 36 INCHES (915 MM)."
2. Arc Flash Warning: “WARNING – KEEP CLEAR. RISK OF ELECTRIC SHOCK OR ARC FLASH. PPE REQUIRED.”.

D. Equipment Identification Labels:

1. Black letters on a white field, or white letters on a black field.
2. Include equipment designation and circuit.
3. Exterior equipment labels shall have a rivet or screw mounted label on the exterior door.
4. 1” minimum height letters for service disconnect switches.
5. 1/2" minimum height letters for panelboards and relay enclosures.
6. 1/4" minimum height letters for disconnect switches.
7. 1/8” minimum height letters for device coverplates (where required).

2.3 TAPES AND STENCILS

A. Self-Adhesive Vinyl Tape: Colored, heavy duty, waterproof, fade resistant; not less than 3 mils (0.08 mm) thick by 1 to 2 inches (25 to 50 mm) wide; compounded for outdoor use.

B. Floor Marking Tape: 2-inch- (50-mm-) wide, 5-mil (0.125-mm) pressure-sensitive vinyl tape, with yellow and black stripes and clear vinyl overlay.

C. Underground-Line Warning Tape:

1. Tape:

    a. Recommended by manufacturer for the method of installation and suitable to identify and locate underground electrical and communications utility lines.
    b. Printing on tape shall be permanent and shall not be damaged by burial operations.
    c. Tape material and ink shall be chemically inert and not subject to degradation when exposed to acids, alkalis, and other destructive substances commonly found in soils.

2. Color and Printing:

    a. Comply with ANSI Z535.1, ANSI Z535.2, ANSI Z535.3, ANSI Z535.4, and ANSI Z535.5.
    b. Inscriptions for Red-Colored Tapes: "ELECTRIC LINE, HIGH VOLTAGE".
    c. Inscriptions for Orange-Colored Tapes: "TELEPHONE CABLE, CATV CABLE, COMMUNICATIONS CABLE, OPTICAL FIBER CABLE".

3. Type:

    a. Detectable three-layer laminate, consisting of a printed pigmented polyolefin film, a solid aluminum-foil core, and a clear protective film that allows inspection of the continuity of the conductive core; bright colored, continuous-printed on one side with the inscription of the utility, compounded for direct-burial service.
    b. Width: 3 inches (75 mm).
    c. Overall Thickness: 5 mils (0.125 mm).
    d. Foil Core Thickness: 0.35 mil (0.00889 mm).
    e. Weight: 28 lb/1000 sq. ft. (13.7 kg/100 sq. m).
    f. Tensile according to ASTM D 882: 70 lbf (311.3 N) and 4600 psi (31.7 MPa).

2.4 SIGNS

A. Baked-Enamel Signs:

1. Preprinted aluminum signs, high-intensity reflective, punched or drilled for fasteners, with colors, legend, and size required for application.
2. 1/4-inch (6.4-mm) grommets in corners for mounting.
3. Nominal Size: 7 by 10 inches (180 by 250 mm).

B. Laminated Acrylic or Melamine Plastic Signs:

1. Engraved legend.
2. Thickness:

    a. For signs up to 20 sq. in. (129 sq. cm), minimum 1/16 inch (1.6 mm) thick.
    b. For signs larger than 20 sq. in. (129 sq. cm), 1/8 inch (3.2 mm) thick.
    c. Engraved legend with black letters on white face

d. Punched or drilled for mechanical fasteners with 1/4-inch (6.4-mm) grommets in corners for mounting.
e. Framed with mitered acrylic molding and arranged for attachment at applicable equipment.

2.5 CABLE TIES

A. General-Purpose Cable Ties: Fungus inert, self-extinguishing, one piece, self-locking, and Type 6/6 nylon.

1. Minimum Width: 3/16 inch (5 mm).
2. Tensile Strength at 73 Deg F (23 Deg C) according to ASTM D 638: 12,000 psi (82.7 MPa).
3. Temperature Range: Minus 40 to plus 185 deg F (Minus 40 to plus 85 deg C).
4. Color: Black, except where used for color-coding.

B. UV-Stabilized Cable Ties: Fungus inert, designed for continuous exposure to exterior sunlight, self-extinguishing, one piece, self-locking, and Type 6/6 nylon.

1. Minimum Width: 3/16 inch (5 mm).
2. Tensile Strength at 73 Deg F (23 Deg C) according to ASTM D 638: 12,000 psi (82.7 MPa).
3. Temperature Range: Minus 40 to plus 185 deg F (Minus 40 to plus 85 deg C).
4. Color: Black.

2.6 MISCELLANEOUS IDENTIFICATION PRODUCTS

A. Paint: Comply with requirements in painting Sections for paint materials and application requirements. Retain paint system applicable for surface material and location (exterior or interior).

B. Fasteners for Labels and Signs: Self-tapping, stainless-steel screws or stainless-steel machine screws with nuts and flat and lock washers.

PART 3 - EXECUTION

3.1 COORDINATION

A. Verify and coordinate identification names, abbreviations, colors, and other features with requirements in other Sections requiring identification applications, Drawings, Shop Drawings, manufacturer's wiring diagrams, and operation and maintenance manual. Use consistent designations throughout Project.

B. Coordinate identification with Project Drawings, manufacturer's wiring diagrams, and operation and maintenance manual.

C. Coordinate installation of identifying devices with location of access panels and doors.

3.2 INSTALLATION

A. Verify identity of each item before installing identification products.

B. Apply identification devices to surfaces that require finish after completing finish work.

C. Install signs with approved legend to facilitate proper identification, operation, and maintenance of electrical systems and connected items.

D. Self-Adhesive Identification Products: Before applying electrical identification products, clean substrates of substances that could impair bond, using materials and methods recommended by manufacturer of identification product.

E. Self-Adhesive Identification Products used on the exterior of the building: Before applying electrical identification products, clean substrates of substances that could impair bond, using materials and methods recommended by manufacturer of identification product. Labels shall have a rivet or screw mounted on each side of the label, located on the exterior door.

F. Underground Line Warning Tape:

1. During backfilling of trenches, install continuous underground-line warning tape directly above cable or raceway at 15 to 18 inches (150 to 200 mm) below finished grade. Use multiple tapes where width of multiple lines installed in a common trench or concrete envelope exceeds 16 inches (400 mm) overall.
2. Install underground-line warning tape for direct-buried cables and cables in raceways.

G. Laminated Acrylic or Melamine Plastic Signs:

1. Attach signs and plastic labels that are not self-adhesive type with mechanical fasteners appropriate to the location and substrate.

H. Cable Ties: General purpose, for attaching tags, except as listed below:

1. Outdoors: UV-stabilized nylon.

3.3 IDENTIFICATION SCHEDULE

A. Install identification materials and devices at locations for most convenient viewing without interference with operation and maintenance of equipment. Install access doors or panels to provide view of identifying devices.

B. Identify conductors, cables, and terminals in enclosures and at junctions, terminals, pull points, and locations of high visibility. Identify by system and circuit designation.

C. Control-Circuit Conductor Identification: For conductors and cables in pull and junction boxes, manholes, and handholes, use write-on tags with the conductor or cable designation, origin, and destination.

D. Control-Circuit Conductor Termination Identification: For identification at terminations, provide self-adhesive wraparound labels with the conductor designation.

E. Conductors to Be Extended in the Future: Attach write-on tags to conductors and list source.

F. Auxiliary Electrical Systems Conductor Identification: Identify field-installed alarm, control, and signal connections.

1. Identify conductors, cables, and terminals in enclosures and at junctions, terminals, and pull points. Identify by system and circuit designation.
2. Use system of marker tape designations that is uniform and consistent with system used by manufacturer for factory-installed connections.
3. Coordinate identification with Project Drawings, manufacturer's wiring diagrams, and the Operation and Maintenance Manual.

G. Locations of Underground Lines: Underground-line warning tape for power, lighting, communication, and control wiring and optical-fiber cable.

H. Instructional Signs: Self-adhesive labels, including the color code for grounded and ungrounded conductors.

I. Arc Flash Warning Labeling: Self-adhesive labels.

J. Operating Instruction Signs: Install instruction signs to facilitate proper operation and maintenance of electrical systems and items to which they connect. Install instruction signs with approved legend where instructions are needed for system or equipment operation.

K. Emergency Operating Instruction Signs: Self-adhesive labels, Laminated acrylic or melamine plastic signs with white legend on a red background with minimum 3/8-inch-(10-mm-) high letters for emergency instructions at equipment used for power transfer and load shedding.

L. Equipment Identification Labels:
1. Outdoor Equipment: Engraved, Laminated acrylic or melamine label.
2. Equipment to Be Labeled:

a. Panelboards:

1) Label shall be self-adhesive, engraved, laminated acrylic or melamine. Label shall include: Panelboard/switchboard name, voltage, amperage, number of phases and wires, source and available fault current with date calculated.
2) Typewritten directory of circuits in the location provided by panelboard manufacturer. Spares shall be filled in by hand with pencil.

b. Enclosures and electrical cabinets.
c. Transformers: Label that includes tag designation shown on Drawings for the transformer, feeder, and panelboards or equipment supplied by the secondary.
d. Enclosed switches.
e. Enclosed circuit breakers.
f. Enclosed controllers.
g. Push-button stations.
h. Contactors.
i. Monitoring and control equipment.
j. Wiring devices: See specification section “Wiring Devices”.

END OF SECTION 260553

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SECTION 262416 - PANELBOARDS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Lighting and appliance branch-circuit panelboards.

1.2 DEFINITIONS

A. OCPD: Overcurrent protective device.

B. MCCB: Molded-case circuit breaker.

C. SPD: Surge protective device.

D. NRTL: Nationally Recognized Testing Laboratory.

1.3 ACTION SUBMITTALS

A. Product Data: For each type of panelboard, overcurrent protective device, surge protection device, ground-fault protector, accessory, and component.

B. Shop Drawings: For each panelboard and related equipment.

   1. Include dimensioned plans, elevations, sections, and details.
   2. Detail enclosure types including mounting and anchorage, environmental protection, knockouts, corner treatments, covers and doors, gaskets, hinges, and locks.
   3. Detail bus configuration, current, and voltage ratings.
   4. Short-circuit current rating of panelboards and all individual overcurrent protective devices.
   5. Current limitation curves and time-current coordination curves for each type and rating of overcurrent protective device.
   6. Time-current coordination curves for each type and rating of overcurrent protective device included in panelboards.
   7. Schematic and wiring diagrams for power, signal, and control wiring.

C. Delegated Design Submittal:
   1. For arc-flash labels.

1.4 INFORMATIONAL SUBMITTALS

A. Panelboard schedules for installation in panelboards.

B. Seismic Qualification Data: Certificates, for panelboards, overcurrent protective devices, accessories, and components, from manufacturer.

1. Basis for Certification: Indicate whether withstand certification is based on actual test of assembled components or on calculation.
2. Dimensioned Outline Drawings of Equipment Unit: Identify center of gravity and locate and describe mounting and anchorage provisions.
3. Detailed description of equipment anchorage devices on which the certification is based and their installation requirements.

1.5 CLOSEOUT SUBMITTALS

A. Operation and maintenance data.

1. Manufacturer's written instructions for testing and adjusting overcurrent protective devices.
2. Field settings for all adjustable overcurrent protective devices.

B. Record of performance testing for ground fault breakers in accordance with NEC 230.95(C).

1.6 MAINTENANCE MATERIAL SUBMITTALS

A. Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.

1. Keys: Two (2) spares for each type of panelboard cabinet lock.

1.7 QUALITY ASSURANCE

A. Installer Qualifications: Workers qualified as defined in NEMA PB 1.1 and trained in electrical safety as required by NFPA 70E.

1.8 FIELD CONDITIONS

A. Environmental Limitations:

1. Do not deliver or install panelboards until mounting rack is constructed.
2. Rate equipment for continuous operation under the following conditions unless otherwise indicated:

a. Ambient Temperature: Not exceeding 23 deg F (minus 5 deg C) to plus 104 deg F (plus 40 deg C).
b. Altitude not exceeding 6600 feet (2000 m).

B. Service Conditions: NEMA PB 1.1, usual service conditions, as noted above.

1.9 COORDINATION

A. Coordinate layout and installation of panelboards and components with other construction. Maintain required workspace clearances and required clearances for equipment access doors and panels in accordance with NEC 110.26.

1.10 WARRANTY

A. Manufacturer's Warranty: Manufacturer agrees to repair or replace panelboards enclosures, buswork, overcurrent protective devices, accessories that fail in materials or workmanship within specified warranty period.

1. Panelboard Warranty Period: 12 months from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. Seismic Requirements: Fabricate and test panelboards according to IEEE 344 to withstand seismic forces.

1. The term "withstand" means "the unit will remain in place without separation of any parts from the device when subjected to the seismic forces specified and the unit will be fully operational after the seismic event."

2.2 PANELBOARDS COMMON REQUIREMENTS

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. Square D by Schneider Electric.
2. Eaton Cutler-Hammer.
3. ABB/General Electric Company.

B. Source Limitations: Obtain panelboards, overcurrent protective devices, components, and accessories from single source from single manufacturer.

C. Product Selection for Restricted Space: Drawings indicate maximum dimensions for panelboards including clearances between panelboards and adjacent surfaces and other items. Comply with indicated maximum dimensions.

D. Fabricate and test panelboards according to IEEE 344 to withstand seismic forces.

E. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

F. Comply with NEMA PB 1.

G. Comply with NFPA 70.

H. Enclosures: Surface-mounted, dead-front cabinets.

1. Rated for environmental conditions at installed location.
   a. Outdoor Locations: NEMA 250, Type 3R.

2. Mounting Height:
   a. Standard: 74 inches to top of enclosure.

3. Front: Secured to box with concealed trim clamps. For surface-mounted fronts, match box dimensions; for flush-mounted fronts, overlap box. Trims shall cover all live parts and shall have no exposed hardware.
4. Hinged Front Cover: Entire front trim hinged to box and with standard door within hinged trim cover. Trims shall cover all live parts and shall have no exposed hardware.

I. Incoming Mains Location: Top or Bottom as determined by Contractor, based on field conditions, UNO.

J. Phase, Neutral, and Ground Buses: Hard-drawn copper (98 percent conductivity)

K. Conductor Connectors: Suitable for use with conductor material, quantity and sizes. Refer to the Feeder Schedule on the contract documents.

1. Material: Hard-drawn copper (98 percent conductivity)
2. Main and Neutral Lugs: Mechanical type, with a lug on the neutral bar for each pole in the panelboard.
3. Ground Lugs and Bus - Configured Terminators: Mechanical type, with a lug on the bar for each pole in the panelboard.

L. NRTL Label: Panelboards shall be labeled by an NRTL acceptable to authority having jurisdiction for use as service equipment with one or more main service disconnecting and overcurrent protective devices.

M. Future Devices: Panelboards shall have mounting brackets, bus connections, filler plates, and necessary appurtenances required for future installation of devices.

N. Panelboard Short-Circuit Current Rating: Fully rated to interrupt symmetrical short-circuit current available at terminals. Assembly listed by an NRTL for 100 percent interrupting capacity.

2.3 DISCONNECTING AND OVERCURRENT PROTECTIVE DEVICES

A. All OCPDs shall be fully rated for available fault current. No series rating will be allowed.

B. Manufacturers – Breakers shall be manufactured by the same manufacturer as the panelboard in which they are installed.

C. Branch Overcurrent Protective Devices - Bolt-on circuit breakers or plug-in circuit breakers where individual positive-locking device requires mechanical release for removal. Replaceable without disturbing adjacent units.

2.4 CIRCUIT BREAKERS

A. General requirements

1. Breakers shall meet current NEMA and UL specifications as applicable to frame size, standard rating and interrupting capability.
2. Breakers shall be one-, two-, or three-pole as scheduled, operate manually for normal ON-OFF switching and automatically under overload and short circuit conditions.
3. The operating handle shall open and close all poles simultaneously on multi-pole breakers. The operating mechanism shall be trip-free so that contacts cannot be held closed against abnormal overcurrent or short circuit conditions. Do not use single-pole circuit breakers with handle ties where multi-pole breakers are indicated on the panel schedule or where required for poly-phase loads.
4. Breakers shall be of the type noted on panel schedule (shunt-trip, GFCI, arc-fault, etc.) or as required by the equipment being provided.
5. Unless specifically noted otherwise, **no** tandem breakers shall be allowed.
6. Breakers noted as GFI protected for equipment shall have a 30mA or greater trip.
7. Breakers noted as GFI protected for personnel shall have a 6mA trip.
8. A control transformer with primary and secondary fusing shall be provided as required for control of shunt-trip breakers.

B. Molded-Case Circuit Breaker (MCCB): Comply with UL 489, with interrupting capacity to meet available fault currents.

1. Molded case circuit breakers shall be bolt-on type only and suitable for individual as well as panelboard mounting. No breakers designated "plug-on" type allowed unless specifically noted on plans.
2. Thermal-Magnetic Circuit Breakers:

    a. Inverse time-current element for low-level overloads.
    b. Instantaneous magnetic trip element for short circuits.

c. Adjustable magnetic trip setting for circuit-breaker frame sizes 250 A and larger.

3. Adjustable Instantaneous-Trip Circuit Breakers: Magnetic trip element with front-mounted, field-adjustable trip setting.
4. Electronic trip circuit breakers with rms sensing; field-replaceable rating plug or field-replicable electronic trip; and the following field-adjustable settings (LSIG):

    a. Instantaneous trip.
    b. Long- and short-time pickup levels.
    c. Long- and short-time adjustments.
    d. Ground-fault pickup level, time delay, and I squared t response.

5. Current-Limiting Circuit Breakers: Frame sizes 400 A and smaller; let-through ratings less than NEMA FU 1, RK-5.
6. GFCI Circuit Breakers: Single- and double-pole configurations with Class A ground-fault protection (6-mA trip).
7. GFEP Circuit Breakers: Class B ground-fault protection (30-mA trip).
8. Arc-Fault Circuit Interrupter Circuit Breakers: Comply with UL 1699; 120/240-V, single-pole configuration.
9. Sub-feed Circuit Breakers: Vertically mounted.
10. MCCB Features and Accessories:

    a. Standard frame sizes, trip ratings, and number of poles.
    b. Breaker handle indicates tripped status.
    c. UL listed for reverse connection without restrictive line or load ratings.
    d. Lugs: Mechanical style, suitable for number, size, trip ratings, and conductor materials.
    e. Application Listing: Appropriate for application; Type SWD for switching fluorescent lighting loads; Type HID for feeding fluorescent and HID lighting circuits.
    f. Ground-Fault Protection: Integrally mounted relay and trip unit with adjustable pickup and time-delay settings, push-to-test feature, and ground-fault indicator.
    g. Handle Padlocking Device: Fixed attachment, for locking circuit-breaker handle in on or off position.

2.5 LIGHTING AND APPLIANCE BRANCH-CIRCUIT PANELBOARDS

A. Panelboards: NEMA PB 1, lighting and appliance branch-circuit type.

B. Mains: As noted on drawings.

C. Branch Overcurrent Protective Devices: Bolt-on circuit breakers, replaceable without disturbing adjacent units.

D. Doors: Concealed hinges; secured with flush latch with tumbler lock; keyed alike.

E. Column-Type Panelboards: Single row of overcurrent devices with narrow gutter extension and overhead junction box equipped with ground and neutral terminal buses.

2.6 IDENTIFICATION

A. Service Equipment Label: NRTL labeled for use as service equipment for switchboards (as applicable) with one or more service disconnecting and overcurrent protective devices.

B. Breaker Labels - Faceplate shall list current rating, UL and IEC certification standards, and AIC rating.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Receive, inspect, handle, and store panelboards according to NEMA PB 1.1.

B. Examine panelboards before installation. Reject panelboards that are damaged or rusted or have been subjected to water saturation.

C. Examine elements and surfaces to receive panelboards for compliance with installation tolerances and other conditions affecting performance of the Work.

D. Examine all OCPDs before installation. Reject any that are moisture damaged or physically damaged.

E. Examine utilization equipment nameplates and installation instructions. Install OCPDs of sizes and with characteristics appropriate for each piece of equipment.

F. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION

A. Comply with NECA 1.

B. Install panelboards and accessories according to NEMA PB 1.1.

C. Mount top of enclosure in accordance with mounting heights noted in paragraph 2.2 above.

D. Mount panelboard cabinet plumb and rigid without distortion of box.

E. Install filler plates in unused spaces.

F. Install overcurrent protective devices and controllers not already factory installed.

1. Set field-adjustable, circuit-breaker trip ranges.

G. Make grounding connections and bond neutral for services and separately derived systems to ground. Make connections to grounding electrodes, separate grounds for isolated ground bars, and connections to separate ground bars.

H. Arrange conductors in gutters into groups and bundle and wrap with wire ties.

I. Panelboards shall not be used as pull-boxes for any wiring that does not terminate in that panelboard.

3.3 IDENTIFICATION

A. Identify field-installed conductors, interconnecting wiring, and components; install warning signs complying with requirements in Section 260553 "Identification for Electrical Systems."

B. Circuit Directory: Directory card inside panelboard door, mounted in transparent card holder. Indicate installed circuit loads; incorporate Owner's final room designations. Obtain approval before installing. Handwritten directories are not acceptable. Install directory inside panelboard door.

C. Panelboard Nameplates: Label each panelboard with a nameplate complying with requirements for identification specified in Section 260553 "Identification for Electrical Systems." Include: Panel name, voltage, amperage, number of phases and wires, source and available fault current with date calculated.

D. Device Nameplates: Label each branch circuit device in power panelboards with a nameplate complying with requirements for identification specified in Section 260553 "Identification for Electrical Systems."

E. Install warning signs/labels complying with requirements in Section 260553 "Identification for Electrical Systems" identifying source of remote circuit.

3.4 FIELD QUALITY CONTROL

A. Perform the following tests and inspections:

1. Acceptance:

    a. Test insulation resistance for each panelboard bus, component, connecting supply, feeder, and control circuit. Open control and metering circuits within the panelboard, and remove neutral connection to surge protection and other electronic devices prior to insulation test. Reconnect after test.
    b. Test continuity of each circuit.
2. Correct malfunctioning units on-site, where possible, and retest to demonstrate compliance; otherwise, replace with new units and retest.

3. Test and adjust controls, remote monitoring, and safeties. Replace any damaged and malfunctioning controls and equipment.
4. Test and demonstrate proper function of all GFCI, AFCI and shunt-trip breakers.

B. Panelboards will be considered defective if they do not pass tests and inspections.
C. Prepare test and inspection reports, including a certified report that identifies panelboards included and that describes scanning results, with comparisons of the two scans. Include notation of deficiencies detected, remedial action taken, and observations after remedial action.

3.5 DEMONSTRATION

A. Train Owner's maintenance personnel:

1. To adjust, operate, and maintain panelboards, overcurrent protective devices, instrumentation, and accessories.

END OF SECTION 262416

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SECTION 262713 - ELECTRICITY UTILITY METERING

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes electricity metering by utility company.

1.2 ACTION SUBMITTALS

A. Product Data: For each type of product.

B. Shop Drawings: For electricity-metering equipment.

1. Dimensioned plans and sections or elevation layouts.

1.3 QUALITY ASSURANCE

A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

1.4 COORDINATION

A. Electrical Service Connections: Coordinate with utility companies and utility-furnished components.

B. Submit all metering to the utility company prior to submittals for approval.

C. Coordinate all utility requirements and routing prior to rough in. Obtain all requirements in writing.

D. Serving utility: Northwestern Energy

PART 2 - PRODUCTS

2.1 SYSTEM DESCRIPTION

A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

B. Comply with UL 916.

2.2 EQUIPMENT FOR ELECTRICITY METERING BY UTILITY COMPANY

A. Meters will be furnished by utility company.

B. Meter Sockets: Comply with requirements of electrical-power utility company including:

1. Sizing, gauge steel, locking capabilities, etc.
2. Mounting configuration and methods
3. Appropriate meter jaw configuration
4. Landing lug size, location and configuration.
5. Anti-inversion clip and lever bypass as required.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Comply with equipment installation requirements in NECA 1.

B. Install raceways and equipment according to utility company's written instructions. Provide empty conduits for metering leads and extend grounding connections as required by utility company.

1. All lugs and other connection hardware shall be torqued in accordance with manufacturer’s guidelines.

END OF SECTION 262713

SECTION 262726 - WIRING DEVICES

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Straight-blade convenience receptacles.
2. GFCI receptacles.
3. Toggle switches.
4. Finishes.

1.2 DEFINITIONS

A. Abbreviations of Manufacturers' Names:

1. Cooper: Copper Wiring Devices; Division of Cooper Industries, Inc.
2. Hubbell: Hubbell Incorporated: Wiring Devices-Kellems.
3. Leviton: Leviton Mfg. Company, Inc.
4. P&S: Pass & Seymour/Legrand.

1.3 ACTION SUBMITTALS

A. Product Data: For each type of product.

1.4 CLOSEOUT SUBMITTALS

A. Operation and maintenance data.

PART 2 - PRODUCTS

2.1 GENERAL WIRING-DEVICE REQUIREMENTS

A. Wiring Devices, Components, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

B. Comply with NFPA 70.

C. Devices for Owner-Furnished Equipment:

1. Receptacles: Match plug configurations including wire count, poles, twistlock, etc.

D. Source Limitations: Obtain each type of wiring device and associated wall plate from single source from single manufacturer.

2.2 STRAIGHT-BLADE RECEPTACLES

A. Duplex Convenience Receptacles, 125V, 20A: Comply with NEMA WD 1, NEMA WD 6 Configuration 5-20R, UL 498, and FS W-C-596.

1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
   a. Cooper; 5351 (single), 5362 (duplex)
   b. Hubbell; HBL5361 (single), HBL5362 (duplex)
   c. Leviton; 5361 (single), 5362 (duplex)
   d. P&S; 5351 (single), CRB5362 (duplex)

2.3 GFCI RECEPTACLES

A. General Description:

1. 125V, 20A, straight blade, non-feed-through type.
2. Comply with NEMA WD 1, NEMA WD 6 Configuration 5-20R, UL 498, UL 943 Class A, and FS W-C-596.
3. Include indicator light that shows when the GFCI has malfunctioned and no longer provides proper GFCI protection.
4. Self-testing:
   a. Automatic test initiates within 5 seconds of power availability to the line or load terminals and repeats at least every 3 hours.
   b. If auto-monitoring detects a problem, GFCI will trip with the inability to reset.

B. Weather Resistant, Self-Testing, Duplex GFCI Receptacles, 125V, 20A:

1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
   a. Cooper; WRSGF20.
   b. Hubbell; GFTWRST20.
   c. Leviton; GFWR2.
   d. P&S; 2097TRWR.

2. For use only with wet or damp location covers.

2.4 TOGGLE SWITCHES

A. Comply with NEMA WD 1, UL 20, and FS W-S-896.

B. Switches, 120/277V, 20A:

1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:

a. Single Pole:
   1) Cooper; AH1221.
   2) Hubbell; HBL1221.
   3) Leviton; 1221-2.
   4) P&S; CSB20AC1.
b. Two Pole:
   1) Cooper; AH1222.
   2) Hubbell; HBL1222.
   3) Leviton; 1222-2.
   4) P&S; CSB20AC2.

C. Lit-Handle Switches, 20A:

1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
   a. Cooper; AH1221LT.
   b. Hubbell; HBL1201IL.
   c. Leviton; 1221-LH1.
   d. P&S; PS20AC1-CSL.

2. Description: Single pole, with lighted handle, illuminated when switch is "off".

D. Pilot-Light Switches, 20A:

1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
   a. Cooper; AH1221PL (single-pole), AH1222PL (two-pole).
   b. Hubbell; HBL1221PL (single-pole), HBL1222PL (two-pole).
   c. Leviton; 1221-PLR (single-pole), 1222-PLR (two-pole).
   d. P&S; PS20AC1-RPL (single-pole), PS20AC2-RPL (two-pole).

2. Description: Single pole or two-pole, with lighted handle, illuminated when switch is "on."

2.5 WALL PLATES

A. Damp/Wet Location Covers

1. General:
   a. All wiring devices installed in wet locations shall have cast metal covers.
   b. Covers shall be UL listed and labeled for use in wet locations.
   c. Wet locations shall be in accordance with NEC 406.9.
   d. Cover shall be appropriate for the device orientation with the hinge on top.
   e. Gasketing shall be provided to seal the cover to the box. Caulking shall be provided as required to seal any gaps between the cover and wall finish material.

2. Wet Location (Weatherproof-in-Use) Covers:
   a. Heavy Duty, Lockable, cast metal cover to seal the device whether it is in use or not.

b. Intermatic Series WP1010MXD or equivalent.

2.6 FINISHES

A. Device Color:

1. Wiring Devices: White, unless otherwise indicated or required by NFPA 70 or device listing.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Comply with NECA 1, including mounting heights listed in that standard, unless otherwise indicated.

B. Conductors:

1. Do not strip insulation from conductors until right before they are spliced or terminated on devices.
2. Strip insulation evenly around the conductor using tools designed for the purpose. Avoid scoring or nicking of solid wire or cutting strands from stranded wire.
3. The length of free conductors at outlets for devices shall meet provisions of NFPA 70, Article 300, without pigtails.
4. Existing Conductors:
   a. Cut back and pigtail, or replace all damaged conductors.
   b. Straighten conductors that remain and remove corrosion and foreign matter.
   c. Pigtailing existing conductors is permitted, provided the outlet box is large enough.

C. Device Installation:

1. Replace devices that have been in temporary use during construction and that were installed before building finishing operations were complete.
2. Keep each wiring device in its package or otherwise protected until it is time to connect conductors.
3. Do not remove surface protection, such as plastic film and smudge covers, until the last possible moment.
4. Connect devices to branch circuits using pigtails that are not less than 6 inches (152 mm) in length.
5. When there is a choice, use side wiring with binding-head screw terminals. Wrap solid conductor tightly clockwise, two-thirds to three-fourths of the way around terminal screw.
6. Use a torque screwdriver when a torque is recommended or required by manufacturer.
7. When conductors larger than No. 12 AWG are installed on 15- or 20-A circuits, splice No. 12 AWG pigtails for device connections.
8. Tighten unused terminal screws on the device.

9. When mounting into metal boxes, remove the fiber or plastic washers used to hold device-mounting screws in yokes, allowing metal-to-metal contact.
10. Wet Location Covers: Install everywhere outside UNO.

D. Receptacle Orientation:

1. Install ground pin of vertically mounted receptacles up, and on horizontally mounted receptacles to the left.

E. Arrangement of Devices: Unless otherwise indicated, mount flush, with long dimension vertical and with grounding terminal of receptacles on top. Group adjacent switches under single, multi-gang wall plates.

F. GFCI Receptacles: Install **non-feed-through-type** GFCI receptacles.

3.2 FIELD QUALITY CONTROL

A. Test Instruments: Use instruments that comply with UL 1436.

B. Test Instrument for Convenience Receptacles: Digital wiring analyzer with digital readout or illuminated digital-display indicators of measurement.

C. Perform the following tests and inspections:

1. Tests for Convenience Receptacles:
   a. Line Voltage: Acceptable range is 105 to 132V.
   b. Percent Voltage Drop under 15-A Load: A value of 6 percent or higher is unacceptable.
   c. Ground Impedance: Values of up to 2 ohms are acceptable.
   d. GFCI Trip: Test for tripping values specified in UL 1436 and UL 943.
   e. Using the test plug, verify that the device and its outlet box are securely mounted.
   f. Tests shall be diagnostic, indicating damaged conductors, high resistance at the circuit breaker, poor connections, inadequate fault current path, defective devices, or similar problems. Correct circuit conditions, remove malfunctioning units and replace with new ones, and retest as specified above.

D. Wiring device will be considered defective if it does not pass tests and inspections.

3.3 IDENTIFICATION

A. Receptacles: Identify panelboard and circuit number from which the device is served.
1. Mark outside of coverplate using labeler such as Brother PT-90 to produce 1/8" black letters (white letters if cover is dark) on clear tape.

END OF SECTION 262726

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SECTION 265110 - LED LIGHTING

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes the following types of LED luminaires:

1. Lighting fixtures that are designed for and exclusively use LED lamp technology.
2. Luminaire supports.
3. Poles for exterior fixtures.

B. Related Requirements:
1. Section 262726 “Wiring Devices”

1.2 DEFINITIONS

A. CCT: Correlated color temperature.

B. CRI: Color Rendering Index.

C. EPA: Equivalent projected area.

D. Fixture: See "Luminaire."

E. IP: International Protection or Ingress Protection Rating.

F. LED: Light-emitting diode.

G. Lumen: Measured output of lamp and luminaire, or both.

H. Luminaire: Complete lighting unit, including lamp, reflector, and housing.

I. Pole: Luminaire-supporting structure, including tower used for large-area illumination.

J. Standard: See "Pole."

K. THD: Total Harmonic Distortion.

1.3 PRIOR APPROVAL

A. Prior approvals are not required unless otherwise noted on the Luminaire Schedule.

1. All material supplied to the project must meet or exceed the quality, performance, and have similar features to the product originally specified. It is the contractor’s responsibility to ensure that substituted equipment matches the exterior dimensions, weight, and configuration of the specified equipment.

1.4 ACTION SUBMITTALS

A. Product Data: For each type of product, arranged by designation.

1. Physical description of lighting fixture including dimensions.
2. Ballast/Driver, including THD.
3. Energy-efficiency data.
4. Life, output (lumens, CCT, and CRI), and energy-efficiency data for fixtures.
5. Fixture UL/ETL rating.
6. Design Lights Consortium (DLC) certification and/or Energy Star rating.
7. Photometric data and adjustment factors based on laboratory tests, complying with IESNA Lighting Measurements Testing & Calculation Guides, of each lighting fixture type. The adjustment factors shall be for lamps, ballasts, and accessories identical to those indicated for the lighting fixture as applied in this Project.
    a. Manufacturer Certified Data: Photometric data shall be certified by a manufacturer's laboratory with a current accreditation under the National Voluntary Laboratory Accreditation Program for Energy Efficient Lighting Products.
8. Color samples (if color is to be chosen by engineer).
9. Foot-candle calculations for spot lights, flood lights and pole mounted fixtures.
10. List of all parts necessary for particular installation configuration.
11. Poles for mounting of exterior fixtures:
    a. Detail fabrication and assembly of poles and pole accessories.
    b. Plans, elevations, sections, mounting and attachment details.
    c. Weight and EPA for pole mounted fixtures.
    d. Windload information for pole configurations.
    e. Foundation construction details, including material descriptions, dimensions, anchor bolts, support devices, and calculations, signed and sealed by a professional engineer licensed in the state of installation.
    f. Anchor bolt templates keyed to specific poles and certified by manufacturer.
    g. Method and procedure of pole installation. Include manufacturer's written instructions.

B. Shop Drawings: For nonstandard or custom luminaires.

1. Include plans, elevations, sections, and mounting and attachment details.
2. Include details of luminaire assemblies. Indicate dimensions, weights, loads, required clearances, method of field assembly, components, and location and size of each field connection.
3. Include diagrams for power, signal, and control wiring.

1.5 INFORMATIONAL SUBMITTALS

A. Seismic Qualification Certificates: For luminaires, accessories, and components, from manufacturer.

B. Sample warranty.

1.6 CLOSEOUT SUBMITTALS

A. Operation and maintenance data.

1.7 MAINTENANCE MATERIAL SUBMITTALS

A. Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
   1. Ballasts/Drivers: One for every 100 of each type and rating installed. Furnish at least one of each type.

1.8 QUALITY ASSURANCE

A. Luminaire Photometric Data Testing Laboratory Qualifications: Provided by manufacturers' laboratories that are accredited under the National Volunteer Laboratory Accreditation Program for Energy Efficient Lighting Products.

B. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

C. Comply with NFPA 70.

1.9 COORDINATION

A. Coordinate pole light locations with civil drawings, utility maps and grading plans, including any/all contractual clarifications or changes. Lighting fixtures on site plans are shown in schematic form and are not to scale.

   1. Verify finish grade height prior to setting bases.
   2. Pole light locations are based on accurate lighting calculations, but may need to be shifted slightly to properly align the fixtures aesthetically and to avoid encroachment on travel lanes, parking spots, curbs, sidewalks, overhead utility lines, traffic signals, etc.

1.10 FIELD CONDITIONS

A. Mark locations of exterior luminaires for approval by Engineer prior to the start of luminaire installation.

B. All exterior lighting shall be coordinated and placed by civil drawings.

1.11 WARRANTY

A. Warranty: Manufacturer and Installer agree to repair or replace components of luminaires that fail in materials or workmanship within specified warranty period.

B. Warranty Period: Five years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. Light Pole Requirements

1. Structural Characteristics: Comply with AASHTO LTS-6-M.
2. Dead Load: Weight of luminaire and its horizontal and vertical supports, lowering devices, and supporting structure, applied according to AASHTO LTS-6-M.
3. Live Load: Single load of 500 lbf (2200 N) distributed according to AASHTO LTS-6-M.
4. Ice Load: Load of 3 lbf/sq. ft. (145 Pa), applied according to AASHTO LTS-6-M for applicable areas on the Ice Load Map.
5. Wind Load: Pressure of wind on pole and luminaire, calculated and applied according to AASHTO LTS-6-M. Basic wind speed for calculating wind load for poles is 100 mph (45 m/s).

    a. Wind Importance Factor: 1.0.
    b. Minimum Design Life: 25 years.
    c. Velocity Conversion Factor: 1.0.

6. Strength Analysis: For each pole, multiply the actual EPA of luminaires and brackets by a factor of 1.1 to obtain the EPA to be used in pole selection strength analysis.
7. Luminaire Attachment Provisions: Comply with luminaire manufacturers' mounting requirements. Use stainless-steel fasteners and mounting bolts unless otherwise indicated.

2.2 GENERAL LUMINAIRE REQUIREMENTS

A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

B. Standards - Where noted on plans, comply with the following:

1. ENERGY STAR or Design Lights Consortium (DLC) certified.
2. NRTL Compliance: Luminaires for hazardous locations shall be listed and labeled for indicated class and division of hazard by an NRTL.
3. UL Listing: Listed for damp and/or wet locations as required.
4. Recessed luminaires shall comply with NEMA LE 4.

C. Outdoor fixtures shall have a minimum CRI of 70 and a CCT of 4100 K.

D. Outdoor fixtures shall have mounting type and distribution as noted on plans.

E. Minimum rated LED lamp life of 50,000 hours to L70.

F. Lamps dimmable from 100 percent to 10 percent of maximum light output.

G. Controls, exterior lighting: Integral photocell built into fixture head for dusk to dawn control with motion response sensor that is capable of reducing lumen output from 100% to a minimum of 50% during a time of no movement, 15 minutes minimum.

H. Internal ballast/driver, UNO.

I. Nominal Operating Voltage: As noted on the plans.

J. Reflecting surfaces shall have minimum reflectance as follows unless otherwise indicated:

1. White Surfaces: 85 percent.
2. Specular Surfaces: 83 percent.
3. Diffusing Specular Surfaces: 75 percent.

K. Lens and Refractor Gaskets for Exterior Luminaires: Use heat- and aging-resistant resilient gaskets to seal and cushion lenses and refractors in luminaire doors.

L. Source Limitations: For luminaires, obtain each color, grade, finish, type, and variety of luminaire from single source with resources to provide products of consistent quality in appearance and physical properties.

M. Housings:

1. Rigidly formed, light-tight enclosure that will not warp, sag, or deform in use.
2. Provide weather-tight enclosure with filter/breather for enclosed exterior luminaires.

N. Metal Parts:

1. Free of burrs and sharp corners and edges.
2. Indoor applications: Sheet metal components shall be steel unless otherwise indicated.
3. Exterior applications: Sheet metal components shall be corrosion-resistant aluminum.
4. Form and support to prevent warping and sagging

O. Doors, Frames, and Other Internal Access: Smooth operating, free of light leakage under operating conditions, and designed to permit relamping without use of tools. Designed to prevent doors, frames, lenses, diffusers, and other components from falling accidentally during relamping and when secured in operating position. Doors shall be removable for cleaning or replacing lenses.

P. Diffusers, and Globes - Tempered glass, acrylic or polycarbonate as noted on plans.

1. Acrylic: One hundred percent virgin acrylic plastic, with high resistance to yellowing and other changes due to aging, exposure to heat, and UV radiation.

a. Lens Thickness: At least 0.125 inch (3.175 mm) minimum unless otherwise indicated.
b. UV stabilized.

2. Glass: Annealed crystal glass unless otherwise indicated.

2.3 METAL FINISHES

A. Variations in finishes are unacceptable in the same piece. Variations in finishes of adjoining components are acceptable if they are within the range of approved Samples and if they can be and are assembled or installed to minimize contrast.

B. Source Limitations: For luminaires, obtain each color, grade, finish, type, and variety of luminaire from single source with resources to provide products of consistent quality in appearance and physical properties.

C. Factory-Applied, powder-coat finish, UNO, with standard color chosen by Engineer or as noted on plans. Where indicated, match finish process and color of pole or support materials.

1. Factory-Applied Finish for Steel Luminaires: Comply with NAAMM's "Metal Finishes Manual for Architectural and Metal Products" for recommendations for applying and designating finishes.

a. Surface Preparation: Clean surfaces to comply with SSPC-SP 1, to remove dirt, oil, grease, and other contaminants that could impair paint bond. Grind welds and polish surfaces to a smooth, even finish. Remove mill scale and rust, if present, from uncoated steel, complying with SSPC-SP 5/NACE No. 1 or SSPC-SP 8.
b. Exterior Surfaces: Manufacturer's standard finish consisting of one or more coats of primer and two finish coats of high-gloss, high-build polyurethane enamel.

2.4 LED ASSEMBLIES

A. Products UL rated for 40 degree C (104 degrees F) ambient environments.

B. Minimum 4000K color temperature unless noted otherwise in the drawings.

C. 50,000 hour fixture life including driver, 5 year warranty.

D. All products compliant with EISNA LM-79 and LM-80 standards.

2.5 STEEL POLES

A. Source Limitations: For poles, obtain each color, grade, finish, type, and variety of pole from single source with resources to provide products of consistent quality in appearance and physical properties.

B. Minimum yield of 46,000 psig (317 MPa); one-piece construction up to 40 feet (12 m) in height with access handhole in pole wall.

1. Shape: Round or Square to best match light fixture.
2. Straight for poles 25 feet (7.5 m) and less and tapered for pole greater than 25 feet (7.5 m).
3. Mounting Provisions: Butt flange for bolted mounting on foundation or breakaway support.

C. Steel Mast Arms: Continuously welded to pole attachment plate. Material and finish same as plate.

D. Brackets for Luminaires: Detachable, cantilever, without underbrace.

1. Adaptor fitting welded to pole, allowing the bracket to be bolted to the pole-mounted adapter, then bolted together with stainless-steel bolts.
2. Arm: Quantity, angles, length and shape in accordance with drawings and manufacturer's guidelines to accommodate luminaire. Match pole material and finish.

E. Pole-Top Tenons: Fabricated to support luminaire or luminaires and brackets indicated, and securely fastened to pole top.

F. Fasteners: Galvanized steel, size and type as determined by manufacturer. Corrosion-resistant items compatible with support components.

1. Materials: Compatible with poles and standards as well as the substrates to which poles and standards are fastened and shall not cause galvanic action at contact points.
2. Anchor Bolts, Leveling Nuts, Bolt Caps, and Washers: Hot-dip galvanized after fabrication unless otherwise indicated.

G. Grounding and Bonding Lugs: Welded 1/2-inch (13-mm) threaded lug, complying with requirements in Section 260526 "Grounding and Bonding for Electrical Systems," listed for attaching grounding and bonding conductors of type and size indicated, and accessible through handhole.

H. Handhole: Oval shaped, with minimum clear opening of 2-1/2 by 5 inches (65 by 130 mm), with cover secured by stainless-steel captive screws.

I. Cable Support Grip: Wire-mesh type with rotating attachment eye, sized for diameter of cable and rated for a minimum load equal to weight of supported load multiplied by a 5.0 safety factor.

J. Galvanized Finish: After fabrication, hot-dip galvanize according to ASTM A 123/A 123M.

K. Powder-Coat Finish: Comply with NAAMM's "Metal Finishes Manual for Architectural and Metal Products" recommendations for applying and designating finishes.

1. Surface Preparation: Clean surfaces according to SSPC-SP 1 to remove dirt, oil, grease, and other contaminants that could impair powder coat bond. Grind welds and polish surfaces to a smooth, even finish. Remove mill scale and rust, if present, from uncoated steel, according to SSPC-SP 5/NACE No. 1 or SSPC-SP 8.
2. Powder Coat: Comply with AAMA 2604.

    a. Electrostatic-applied powder coating; single application and cured to a minimum 2.5- to 3.5-mils dry film thickness. Coat interior and exterior of pole for equal corrosion protection.
    b. Color: To match luminaire.

L. Anchor Bolts: Manufactured to ASTM F 1554, Grade 55, with a minimum yield strength of 55,000 psi (380,000 kPa).

1. Length and diameter in accordance with manufacturer's guidelines for pole and loading factors noted above
2. Galvanizing: Hot dip galvanized according to ASTM A 153, Class C.

M. Nuts: ASTM A 563, Grade A, Heavy-Hex

1. Galvanizing: Hot dip galvanized according to ASTM A 153, Class C.
2. Two nuts provided per anchor bolt.

N. Washers: ASTM F 436, Type 1.

1. Galvanizing: Hot dip galvanized according to ASTM A 153, Class C.
2. One washer provided per anchor bolt.

O. Base Covers: Manufacturers' standard metal units, finished same as pole, and arranged to cover pole's mounting bolts and nuts.

P. Vibration dampers: Provide vibration dampening for any poles over 16' tall.

PART 3 - EXECUTION

3.1 GENERAL INSTALLATION

A. Comply with NECA 1.

B. Install luminaires level, plumb, and square with finished grade.

C. Use fastening methods and materials selected to resist seismic forces defined for the application and approved by manufacturer.

D. Fasten luminaire to structural support.

E. Comply with requirements in Section 260519 "Low-Voltage Electrical Power Conductors and Cables" for wiring connections.

3.2 EXTERIOR LIGHTING INSTALLATION

A. Where applicable, install luminaires at heights and aiming angles as indicated on drawings.

B. Adjust luminaires that require field adjustment or aiming. Include adjustment of photoelectric device to prevent false operation of relay by artificial light sources, favoring a north orientation.

C. Wiring Method: Install cables in raceways. Conceal raceways and cables.

D. CORROSION PREVENTION
   1. Steel Conduits: Comply with Section 260533 "Raceways and Boxes for Electrical Systems." In concrete foundations, wrap conduit with 0.010-inch thick, pipe-wrapping plastic tape applied with a 50 percent overlap.

E. Concrete Pole Foundations: Cast in place, with anchor bolts set in accordance with anchor-bolt templates furnished by pole manufacturer. Structural steel complying with ASTM A 36/A 36M and hot-dip galvanized according to ASTM A 123/A 123 M. Ensure that foundation meets or exceeds strength required to support pole, luminaire, and accessories.

F. Foundation-Mounted Poles: Mount pole with leveling nuts and tighten top nuts to torque level according to pole manufacturer's written instructions.

G. Poles and Pole Foundations Set in Concrete-Paved Areas: Install poles with a minimum 6-inch- (150-mm-) wide, unpaved gap between the pole or pole foundation and the edge of the adjacent concrete slab. Fill unpaved ring with pea gravel. Insert material to a level 1 inch (25 mm) below top of concrete slab.

H. Raise and set pole using web fabric slings (not chain or cable) at locations indicated by manufacturer.

I. Grounding of Lighting Fixture Poles: Do not install a grounding electrode and a separate insulated equipment grounding conductor at these locations. Bond the equipment grounding conductor installed with branch-circuit conductors to the grounding terminal at the pole base.

3.3 IDENTIFICATION

A. Install labels with panel and circuit numbers on concealed junction and outlet boxes. Comply with requirements for identification specified in Section 260553 "Identification for Electrical Systems."

3.4 FIELD QUALITY CONTROL

A. Perform the following tests and inspections:

1. Operational Test: After installing luminaires, switches, and accessories, and after electrical circuitry has been energized, test units to confirm proper operation.

B. For exterior fixtures, measure light intensities at night. Use photometers with calibration referenced to NIST standards.

C. Luminaire will be considered defective if it does not pass operation tests and inspections.

D. Prepare test and inspection reports.

END OF SECTION 265110

SECTION 270000 - COMMUNICATIONS PROJECT OVERVIEW

PART 1 - GENERAL

1.1 SUMMARY OF WORK

A. This project includes the installation, testing and certification of structured cabling. Network media included in this project are horizontal Category 6 cabling, and backbone singlemode fiber optic cable.

1.2 RELATED PROJECTS

A. The Contractor for this project will be required to coordinate with other contractors providing data, telephone, audio and video equipment and installation directly to the Owner.

1.3 CONTRACTOR QUALIFICATIONS

A. Installer Qualifications: Division 27 sub-contractor shall be a manufacturer certified contractor and will be required to provide a minimum 25-year performance warranty on parts and labor for all fiber optic and Category 6 cabling systems. Proof of the sub-contractor's ability to provide such a warranty shall be submitted to the General Contractor at the time of bidding and to the Owner prior to the Notice to Proceed. This warranty shall cover the patch panels, horizontal cabling, work area outlets, and patch cords.

B. Contractor shall employ, in conjunction with construction of the project, a capable, experienced, and reliable foreperson and such skilled workers as may be required for the various classes of work to be performed. Contractor shall be required to submit evidence of foreperson's skilled experience on ANSI/TIA certified structured cabling systems. Evidence of experience shall be submitted to Owner with submittal of bid. Minimum experience for any individual involved in cabling work shall be cable pulling and termination work on projects for a minimum of 5 years and completion of training (40 hrs. minimum) which certifies the person's work in copper cabling installations. Training can be a combination of BICSI and manufacturer training.

END OF SECTION 270000

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SECTION 270100 - BASIC TELECOMMUNICATIONS REQUIREMENTS

PART 1 - GENERAL

1.1 SCOPE OF WORK

A. Include in bid all labor, materials, tools, transportation, storage costs, training, equipment, insurance, temporary protection, permits, inspections, taxes and all necessary and related items required to provide complete and deliver operational systems shown and described.

B. References to Codes and Standards called for in the Contract Documents mean the latest edition, amendment and revisions to the Codes and Standards in effect on the date of these Contract Documents:

1. Minimum composition requirements and/or installation methods for the following materials and work are included in this Section.
   a. Miscellaneous supports
   b. Access doors and panels
   c. Fire stopping
   d. Flashing and sealing
   e. Cutting and patching
   f. Waterproofing

C. Contract shall include, but not be limited to:

1. Copper and fiber optic cabling
2. Routing cabling through telecommunication pathways
3. Telecommunications spaces

1.2 RELATED SECTION AND DOCUMENTS

A. All work and materials shall conform to and be installed, inspected and tested in accordance with the governing rules and regulations of federal, state and local governmental agencies.

1.3 REGULATIONS AND CODE COMPLIANCE

A. All work and materials shall conform to and be installed, inspected and tested in accordance with the governing rules and regulations of federal, state and local governmental agencies.

B. The following is a list of codes and standards that will apply to this project.

1. Federal Occupational Safety and Health Administration - OSHA

2. National Life Safety Code, NFPA 101
3. National Electrical Safety Code, 2020
4. Underwriters Laboratory (UL)
5. Owner's Insurance Carrier
6. ANSI/TIA - Building Telecommunications Standards
7. BICSI Telecommunications Distribution Methods Manual
8. IEEE Standards
9. Federal Communications Commission
10. NEMA – National Electrical Manufacturers' Association
11. ADA, Americans with Disabilities Act
12. International Building Code

1.4 GLOSSARY

A. Acronyms:

ACRONYM	DEFINITION
ANSI	American National Standards Institute
ASME	American Society of Mechanical Engineers
ASTM	American Society for Testing Materials
BICSI	Building Industry Consulting Services International
EIA	Electronic Industries Association
ER	Equipment Room
FCC	Federal Communications Commission
FM	Factory Mutual Insurance Company
IEEE	Institute Of Electrical and Electronics Engineers
IRI	Industrial Rick Insurers
ISD	Information Systems Division
ISO	International Standards Organization
NEC	National Electric Code
NEMA	National Electrical Manufacturer's Association
NESC	National Electrical Safety Code
NFPA	National Fire Protection Association

OSHA	Occupational Safety and Health Administration
TIA	Telecommunications Industry Association
TR	Telecommunications Room
UFPO	Underground Facilities Protective Organization
UL	Underwriter's Laboratories, Inc.

1.5 DEFINITIONS:

A. Definitions:

1. Approved / Approval: Written permission to use a material or system.
2. As Called For: Materials, equipment including the execution Specified/shown in the contract documents.
3. Code Requirements: Minimum requirements.
4. Concealed: Work installed in pipe and duct shafts, chases or recesses, inside walls, above ceilings, in slabs or below grade.
5. Equal or Equivalent: Equally acceptable
6. Exposed: Work not identified as concealed.
7. Final Acceptance: Owner acceptance of the project from Contractor upon certified by Engineer.
8. Furnish: Supply and deliver to installation location.
9. Furnished by Others: Receive delivery at job site or where called for and install.
10. Inspection: Visual observations by Owner's site Representative.
11. Install: Mount and connect equipment and associated materials ready for use.
12. Labeled: Refers to classification by a standards agency.
13. Or Approved Equal: Approved equal or equivalent as determined by Engineer.
14. Engineer: The Prime Professional.
15. Prime Professional: Architect or Engineer having a contract directly with the Owner for professional services.
16. Provide: Furnish, install and connect ready for use.
17. Relocate: Disassemble, disconnect, and transport equipment to new locations, then clean, test, and install ready for use.
18. Replace: Remove and provide new item.
19. Review: A general contractual conformance check of specified products.
20. Roughing: Pipe, duct, conduit, equipment layout and installation.
21. Satisfactory: As specified in contract documents.
22. Site Representative: Construction Manager or Owner's Inspector at the work site.
23. Refer to General Conditions of the Contract for additional definitions.

1.6 INTENT OF DRAWINGS

A. The drawings are diagrammatic, unless detailed dimensioned drawings are included. Drawings show approximate locations of equipment, and fixtures. Exact locations are subject to the approval of the Engineer.

B. Anything mentioned in the Specifications and not shown in the Drawings or shown in the Drawings and not mentioned in the Specifications, shall be of like effect as if shown and mentioned in both. In case of differences between the Drawings and the Specifications, the stricter provision as determined by the Engineer shall govern. Omissions from the Drawings or Specifications, or the incorrect description of details of Work which are evidently necessary to carry out the intent of the Drawings and Specifications, or which are customarily performed, shall not relieve the Contractor from performing such omitted or incorrectly described details of the Work, but they shall be performed as if correctly described in the Contract Documents. Acceptance of this project by the Contractor acknowledges that they have verified all field measurements, field construction criteria, materials, catalog numbers and similar data, or will do so, and that they will check and coordinate each shop drawing and sample with the requirements of the Work and of the Contract Documents.

1.7 REVIEW OF THE CONTRACT DOCUMENTS

A. The contractor shall carefully study and compare the Contract Documents and shall at once report to the Engineer any error, inconsistency or omission he or she may discover. If contractor performs any construction activity knowing it involves a recognized error, inconsistency or omission in the contract documents without such notice to the Engineer or Owner, the contractor shall assume appropriate responsibility for such performance and shall bear an appropriate amount of the attributable cost for correction.

B. The contractor must verify all dimensions locating the work and its relation to existing work, all existing conditions and their relation to the work and all man-made obstructions and conditions, etc. affecting the completion and proper execution of the work as indicated in the Contract Documents.

1.8 EXAMINATION OF THE PREMISES

A. Contractor shall visit Site to familiarize themselves with the local conditions under which the work is to be performed and correlate their observations with the requirements of the Contract Documents. No allowance will be made for claims for concealed conditions, which Contractor, in exercise of reasonable diligence in its observations of the Site and review of the local conditions under which the work is to be performed, learned or should have learned of, unless otherwise specifically agreed by Owner and Engineer in writing.

B. Before ordering any materials or doing any work, the contractor shall verify all measurements and be responsible for correctness of same. No extra charge or compensation will be allowed for duplicate work or material required because of an unverified difference between an actual dimension and the measurement indicated in

the drawings. Any discrepancies found shall be submitted in writing to the Project Manager and Engineer for consideration before proceeding with the work.

PART 2 - PRODUCTS

2.1 EQUIPMENT AND MATERIALS MINIMUM REQUIREMENTS

A. Materials shall have a flame spread rating of 25 or less and a smoke developed rating of 50 or less, in accordance with NFPA 255.

B. Provide materials that meet the following minimum requirements:

1. All equipment and material for which there is a listing service shall bear a National Recognized Testing Laboratory (NRTL) label.
2. Electrical equipment and systems shall meet UL Standards and requirements of the NESC. This listing requirement applies to the entire assembly. Any modifications to equipment to suit the intent of the specifications shall be performed in accordance with these requirements.
3. Equipment shall meet all applicable FCC Regulations.
4. All materials, unless otherwise specified, shall be new and be the standard products of the manufacturer. Used equipment or damaged material will be rejected.
5. The listing of a manufacturer as “acceptable” does not indicate acceptance of a standard or cataloged item of equipment. All equipment and systems must conform to the Specifications and meet the quality of the design make.
6. The Contractor shall furnish and file with the proper Authorities all drawings required by them in connection with this work. The Contractor, if required, shall obtain all official permits, licenses and inspections and shall pay all legal and proper fees and charges.
7. The Contractor shall at inception of the work provide the Project Coordinator with copies of all required building and trade permits, if said are required.
8. The Contractor shall be responsible for arranging all inspections and for securing all required signatures. Upon completion of the work, properly completed permits shall be returned to the Project Coordinator, if any are required.

2.2 WORKMANSHIP, SUBSTITUTIONS AND WARRANTY

A. Materials and workmanship shall meet or exceed industry standards. Horizontal and backbone cabling and all related passive equipment shall be fully guaranteed by the manufacturer for a minimum of twenty-five years from final acceptance. Cable integrity and associated terminations shall be thoroughly inspected, fully tested and guaranteed as free from defects, transpositions, opens-shorts, tight kinks, damaged jacket insulation, etc.

1. All labor must be thoroughly competent and skilled, and all work shall be executed in strict accordance with the best practice of the trades.

2. Contractor shall be responsible for and make good, without expense to the Owner, any and all defects arising during this warranty period that are due to imperfect materials, appliances, improper installation or poor workmanship.
3. No substitution will be considered unless written request has been submitted by the Bidder to the Engineer and has been approved by the Engineer at least seven (7) days prior to the date for receipt of bids. Each request shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitution. Provide original product data (no copies will be accepted) with performance and test data and any other information necessary for an evaluation. See Division 1 for further information.
4. After a Contract is awarded, requests to substitute for previously approved materials shall be submitted by the Contractor to the Engineer within seven (7) days, complete with reasons for substitution and savings, which accrue to Owner if substitutes are approved. Substitutes, after Contract award, will be considered only if equal or superior to that specified.
5. Approval of alternate or substitute equipment or material in no way voids Contract document requirements.
6. Under no circumstances shall the Owner be required to prove that an item proposed for substitution is not equal to the specified item. It shall be mandatory that the Contractor submit to the Owner all evidence to support his contention that the item proposed for substitution is equal to the contract specified item. The Owner's decision as to the equality of substitution shall be final and without further recourse.

2.3 CABLES

A. Any cable associated with this Contract shall be suitable, listed and marked for use in a riser or plenum application unless noted otherwise. For example, riser cable shall minimally be CMR rated for riser spaces and CMP for plenum spaces per the 2020 National Electrical Code and shall meet all local and state codes.

2.4 FACTORY ASSEMBLED PRODUCTS

A. Provide maximum standardization of components to reduce spare part requirements.

B. Manufacturers of equipment assemblies that include components made by others shall assume complete responsibility for final assembled unit.

1. All components of an assembled unit need not be products of same manufacturer, but the completed system shall supply the Owner with a minimum manufacturer's 25-year performance warranty.
2. Constituent parts, which are alike, shall be product of a single manufacturer.
3. Components shall be compatible with each other and with the total assembly for intended service.
4. Contractor shall guarantee for the minimum of twenty years, the assemblies of components, and shall repair or replace elements of the assemblies as required to deliver complete assembly.

C. Components of equipment shall bear manufacturer's name or trademark, model number and serial number on a nameplate securely affixed in a conspicuous place, or cast integral with, stamped or otherwise permanently marked upon the components of the equipment.

D. Major items of equipment that serve the same function must be the same make and model. Exception will be permitted if performance requirements cannot be met.

2.5 COMPATIBILITY OF RELATED EQUIPMENT

A. Equipment and materials installed shall be compatible in all respects with other items being furnished and with existing items so that a complete and fully operational system will result.

B. Provide maximum standardization of components to reduce spare part requirements.

C. Manufacturers of equipment assemblies that include components made by others shall assume complete responsibility for final assembled unit.

1. Constituent parts that are alike shall be product of a single manufacturer.
2. Contractor shall guarantee assemblies of components and shall repair or replace elements of the assemblies as required to deliver the complete assembly.
3. Components of equipment shall bear manufacturer's name or trademark, model number and serial number on a nameplate securely affixed in a conspicuous place, or cast integral with, stamped or otherwise permanently marked upon the components of the equipment.

2.6 SPECIAL TOOLS

A. If any part of equipment requires a special tool for assembly, adjustment or maintenance thereof and such tool is not readily available on commercial tool market, it shall be furnished by the Contractor.

2.7 LIFTING ATTACHMENTS

A. Provide equipment with suitable lifting attachments to enable equipment to be lifted in its normal position. Lifting attachments shall withstand any handling conditions that might be encountered without bending or distortion of shape, such as rapid lowering and braking of load.

2.8 MISCELLANEOUS SUPPORTS

A. Metal bars, plates, tubing, etc. shall conform to ASTM standards:

1. Steel plates, shapes, bars, and grating - ASTM A 36
2. Cold-Formed Steel Tubing - ASTM A 500

3. Hot - Rolled Steel Tubing - ASTM A 501
4. Steel Pipe - ASTM A 53, Schedule 40, welded

2.9 FIRESTOPPING

A. Fire stopping for Openings through Fire and Smoke Rated Walls and Floor Assemblies shall be listed or classified by an approved independent testing laboratory for "Through-Penetration Fire-Stop Systems." The system shall meet the requirements of "Fire Tests of Through- Penetration Fire-Stops" designated ASTM E814.

B. Inside of all conduits, the fire-stop system shall consist of a dielectric, water resistant, non- hardening, permanently pliable/re-enterable putty along with the appropriate damming or backer materials (where required). The sealant must be capable of being removed and reinstalled and must adhere to all penetrants and common construction materials and shall be capable of allowing normal wire/cable movement without being displaced.

C. The Contractor shall patch all openings remaining around and inside all conduit, sleeves and cable penetrations to maintain the integrity of any fire rated wall, ceiling, floor, etc. The fire-stop system shall consist of a dielectric, water resistant, non-hardening, permanently pliable/re- enterable putty along with the appropriate damming materials (where required). The sealant must be capable of being removed and reinstalled and must adhere to all penetrants and common construction materials and shall be capable of allowing normal wire/cable movement without being displaced.

D. All building conduits and sleeves installed and/or used under this contract shall be fire-stopped, or re-fire-stopped, upon cable placement through such passageways.

E. Manufacturer's recommended installation standards must be closely followed (i.e. minimum depth of material, use of ceramic fiber and installation procedures).

PART 3 - EXECUTION

3.1 ROUGH-IN

A. Before construction work commences, the Contractor shall visit the site and identify the exact routing for all horizontal pathways.

B. Due to small scale of Drawings, it is not possible to indicate all offsets, fittings, changes in elevation, etc. Verify final locations for installation with field measurements and with the equipment being connected. Verify exact location and elevations at work site prior to any rough in work. If field conditions, details, changes in equipment or shop drawing information require a significant change to the original documents, contact the owners' representative for approval before proceeding.

C. All equipment locations shall be coordinated with other trades, other renovation projects, and existing conditions to eliminate interference with required clearances for equipment maintenance and inspections.

1. Coordinate work with other trades, other renovation projects, and existing conditions to determine exact routing of all cable tray, hangers, conduit, etc., before fabrication and installation. Verify with Engineer exact location and mounting height of all equipment in finished areas, such as equipment racks, communication and electrical devices. Coordinate all work with existing Architecture.
2. Where more than one trade is involved in an area, space or chase, all shall cooperate and install their own work to utilize the space equally between them in proportion to their individual requirements. There will be no priority schedule for trades. If, after installation of any equipment, piping, ducts, conduit, and boxes, it is determined that ample maintenance and passage space has not been provided, rearrange work and/or furnish other equipment as required for ample maintenance space. Any changes in the size or location of the material or equipment supplied or proposed, which may be necessary in order to meet field conditions or in order to avoid conflicts between trades, shall be brought to the immediate attention of the Engineer and approval received before such alterations are made.

D. Provide easy, safe, and code mandated clearances at equipment racks and enclosures, and other equipment requiring maintenance and operation.

E. The Contractor shall be responsible for all required locations, cutting, patching, coring and associated work for the complete cabling system at no additional cost to the Owner.

3.2 CUTTING AND PATCHING

A. Contractor shall include the required cutting and patching work to perform work. Cut and drill from both sides of walls and/or floors to eliminate splaying. Patch adjacent existing work disturbed by installation of new work including insulation, walls and wall covering, ceiling and floor covering, other finished surfaces. Patch and/or paint openings and damaged areas equal to existing surface finish. Cut openings in prefabricated construction units in accordance with manufacturer's instructions.

3.3 CHASES

A. General:

1. Assume responsibility for correct and final location and size of such pathways.
2. Rectify improperly sized, improperly located or omitted conduit due to faulty or late information or failure to check final location.
3. Correct, by drilling, omitted or improperly located sleeves. Assume responsibility for all work and equipment damaged during course of drilling. Cap or fire stop all unused conduits and sleeves.

4. Seal voids in fire rated assemblies with a fire-stopping seal system to maintain the fire resistance of the assembly. Provide 18 gauge-galvanized sleeves at fire rated assemblies. Extend sleeves a minimum 3" above floors.
5. In wall openings, drill or cut holes to suit. Provide 18 gauge-galvanized sleeves at shafts and fire rated assemblies. Provide fire-stopping seal between sleeves and wall in drywall construction. Provide fire stopping similar to that for floor openings.

3.4 SUPPORTS

A. Provide required supports, beams, angles, hangers, rods, bases, braces, straps, struts, and other items to properly support contract work. Supports shall meet the approval of the Engineer. Modify studs, add studs, add framing, or otherwise reinforce studs in metal stud walls and partitions as required to suit contract work. If necessary, in stud walls, provide special supports from floor to structure above. For precast Panels/Planks and Metal Decks, support communication work as determined by manufacturer and Engineer. Provide heavy gauge steel mounting plates for mounting contract work. Mounting plates shall span two or more studs. Size, gauge, and strength of mounting plates shall be sufficient for equipment size, weight, and desired rigidity.

3.5 GENERAL INSTALLATION REQUIREMENTS

A. Coordinate ordering and installation of all equipment with long lead times or having a major impact on work by other trades so as not to delay the job or impact the schedule.

B. Where mounting heights are not detailed or dimensioned, install systems, materials and equipment to provide the maximum headroom possible.

C. Set all equipment to accurate line and grade, level all equipment and align all equipment components.

D. Provide all scaffolding, rigging, hoisting and services necessary for erection and delivery of equipment and apparatus furnished into the premises. These items shall be removed from premises when no longer required.

E. No equipment shall be hidden or covered up prior to inspection by the Engineer. All work that is determined to be unsatisfactory shall be corrected immediately.

F. All work shall be installed level and plumb, parallel and perpendicular to other building systems and components.

G. Contractor shall replace/repair all ceiling tiles or plaster damaged by work performed as part of Division 27 contract.

3.6 PAINTING

A. Contract includes the following:

1. Painting for all cut and patch work performed as part of Division 27 contract.
2. Painting for junction boxes and conduits per Owner's standards or Division 27 standards.
3. Painting for damage to existing wall and ceiling surfaces.
4. Under no circumstances shall any of the cabling be painted.

3.7 ADDITIONAL ENGINEERING SERVICES

A. In the event that the Engineer is required to provide additional engineering services as a result of substitution of equivalent materials or equipment by the Contractor, or changes by the Contractor in dimension, weight, power requirements, etc., of the equipment and accessories furnished, or if the Engineer is required to examine and evaluate any changes proposed by the Contractor for the convenience of the Contractor, then the Engineer's expenses in connection with such additional services shall be paid by the Contractor and may be deducted from any moneys owed to the Contractor.

B. In the event that the Engineer is required to provide additional engineering services as a result of Contractor's errors, omissions or failure to conform to the requirements of the Contract Documents, or if the Engineer is required to examine and evaluate any changes proposed by the Contractor solely for the convenience of the Contractor, then the Engineer's expense in connection with such additional services shall be paid by the Contractor and may be deducted from any monies owed to the Contractor.

3.8 FIRE-STOPPING

A. Fire-stopping for Openings through Fire and Smoke Rated Wall and Floor Assemblies:

1. Provide materials and products listed. The system shall meet the requirements of "Fire Tests of Through-Penetration Fire-Stops" designated ASTM E814. To be used inside all conduits and sleeves. Caulk on exterior of conduit penetration.
2. Provide fire-stop system seals at all locations where conduit, fiber, cable trays, cables/wires, and similar utilities pass through or penetrate fire rated wall or floor assembly. Provide fire-stop seal between sleeve and wall for drywall construction.
3. The minimum required fire resistance ratings of the wall or floor assembly shall be maintained by the fire-stop system. The installation shall provide an air and watertight seal.
4. The methods used shall incorporate qualities that permit the easy removal or addition of conduits or cables without drilling or use of special tools. The product shall adhere to itself to allow repairs to be made with the same material and permit the vibration, expansion and/or contraction of any items passing through the penetration without cracking, crumbling and resulting reduction in fire rating. Typical rating:
    a. Floors - 3 hours
    b. Corridor walls - 2 hours
    c. Offices - ¾ hour
    d. Smoke partitions - ¾ - 1 hour

END OF SECTION 270100

SECTION 270528 - PATHWAYS FOR COMMUNICATIONS SYSTEMS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Metal conduits and fittings.
2. Nonmetallic conduits and fittings.
3. Optical-fiber-cable pathways and fittings.
4. Metallic surface pathways.
5. Nonmetallic surface pathways.
6. J-Hooks.
7. Boxes, enclosures, and cabinets.
8. Polymer-concrete handholes and boxes for exterior underground cabling.
9. Cable trays.
10. Ladder racks.

1.2 ACTION SUBMITTALS

A. Product Data: For each type of product used on this project, provide cut sheet with highlighted part number of product. A separate submittal is required for each specification section. Do not combine or merge specification sections.

B. Retain "Shop Drawings" Paragraph below for custom enclosures, cabinets, handholes, and boxes.

C. Shop Drawings: For custom enclosures and cabinets. Include plans, elevations, sections, and attachment details.

PART 2 - PRODUCTS

2.1 METAL CONDUITS AND FITTINGS

A. Description: Metal raceway of circular cross section with manufacturer-fabricated fittings.

B. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. O-Z/Gedney; a brand of Emerson Industrial Automation.
2. Southwire Company.
3. Thomas & Betts Corporation; A Member of the ABB Group.

C. General Requirements for Metal Conduits and Fittings:

1. Listed and labeled as defined in NFPA 70, by a nationally recognized testing laboratory, and marked for intended location and application.
2. Comply with TIA-569-E.

D. GRC: Comply with ANSI C80.1 and UL 6.

E. ARC: Comply with ANSI C80.5 and UL 6A.

F. IMC: Comply with ANSI C80.6 and UL 1242.

G. PVC-Coated Steel Conduit: PVC-coated IMC.

1. Comply with NEMA RN 1.
2. Coating Thickness: 0.040 inch (1 mm), minimum.

H. EMT: Comply with ANSI C80.3 and UL 797.

I. Fittings for Metal Conduit: Comply with NEMA FB 1 and UL 514B.

1. Conduit Fittings for Hazardous (Classified) Locations: Comply with UL 1203 and NFPA 70.
2. Fittings for EMT:
   a. Material: Steel
   b. Type: Setscrew

3. Expansion Fittings: PVC or steel to match conduit type, complying with UL-467, rated for environmental conditions where installed, and including flexible external bonding jumper.
4. Coating for Fittings for PVC-Coated Conduit: Minimum thickness of 0.040 inch (1 mm), with overlapping sleeves protecting threaded joints.

J. Joint Compound for IMC, GRC, or ARC: Approved, as defined in NFPA 70, by authorities having jurisdiction for use in conduit assemblies, and compounded for use to lubricate and protect threaded conduit joints from corrosion and to enhance their conductivity.

2.2 NONMETALLIC CONDUITS AND FITTINGS

A. Description: Nonmetallic raceway of circular section with manufacturer-fabricated fittings.

B. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. Carlon; a brand of Thomas & Betts Corporation.
2. Dura-Line.
3. RACO; Hubbell.

C. General Requirements for Nonmetallic Conduits and Fittings:

1. Listed and labeled as defined in NFPA 70, by an NRTL, and marked for intended location and application.
2. Comply with TIA-569-E.

D. RNC: Type EPC-40-PVC Type EPC-80-PVC, complying with NEMA TC 2 and UL 651 unless otherwise indicated.

E. Rigid HDPE: Comply with UL 651A.

F. Continuous HDPE: Comply with UL 651A.

G. RTRC: Comply with UL 2515A and NEMA TC 14.

1. Fittings: Comply with NEMA TC 3; match to conduit or tubing type and material.

H. Solvents and Adhesives: As recommended by conduit manufacturer.

2.3 OPTICAL-FIBER-CABLE PATHWAYS AND FITTINGS

A. Description: Comply with UL 2024; flexible-type pathway with a circular cross section, approved for plenum or riser installation unless otherwise indicated.

B. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. Carlon; a brand of Thomas & Betts Corporation.
2. Dura-Line.
3. Hubbell.

2.4 SURFACE METAL PATHWAYS

A. Description: Galvanized steel with snap-on covers, complying with UL 5.

B. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. MonoSystems, Inc.
2. Panduit Corp.
3. Wiremold / Legrand.

C. Listed and labeled as defined in NFPA 70, by an NRTL, and marked for intended location and application.

D. Comply with TIA-569-E.

2.5 SURFACE NONMETALLIC PATHWAYS:

A. Description: Two- or three-piece construction, complying with UL 5A, and manufactured of rigid PVC.

B. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. Panduit Corp.
2. Quazite: Hubbell Power Systems, Inc.
3. Wiremold / Legrand.

C. Finish: Texture and color determined at time of submittal.

D. Listed and labeled as defined in NFPA 70, by an NRTL, and marked for intended location and application.

E. Comply with TIA-569-E.

2.6 J-HOOKS

A. Description: Prefabricated sheet metal cable supports for telecommunications cable.

B. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. Eaton, B-line.
2. Panduit Corp.
3. Wiremold / Legrand.

C. Listed and labeled as defined in NFPA 70, by an NRTL, and marked for intended location and application.

D. Comply with TIA-569-E.

2.7 BOXES, ENCLOSURES, AND CABINETS

A. Description: Enclosures for communications.

B. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. O-Z/Gedney; a brand of Emerson Industrial Automation.
2. RACO; Hubbell.
3. Thomas & Betts Corporation; A Member of the ABB Group.

C. General Requirements for Boxes, Enclosures, and Cabinets:

1. Comply with TIA-569-E.

2. Boxes, enclosures, and cabinets installed in wet locations shall be listed and labeled as defined in NFPA 70, by an NRTL, and marked for use in wet locations.
3. Box extensions used to accommodate new building finishes shall be of same material as recessed box.
4. Device Box Dimensions: 4 inches square by 2-1/8 inches deep, with single gang mud ring, U.N.O.

D. Small Sheet Metal Pull and Junction Boxes: NEMA OS 1.

E. Nonmetallic Outlet and Device Boxes: Comply with NEMA OS 2 and UL 514C.

F. Hinged-Cover Enclosures: Comply with UL 50 and NEMA 250, Type 3R, with continuous-hinge cover with flush latch unless otherwise indicated.

1. Metal Enclosures: Steel, finished inside and out with manufacturer's standard enamel.
2. Nonmetallic Enclosures:
   a. Material: Fiberglass.
   b. Finished inside with radio-frequency-resistant paint.

3. Interior Panels: Steel; all sides finished with manufacturer's standard enamel.

2.8 POLYMER-CONCRETE HANDHOLES

A. Description: Molded of sand and aggregate; bound together with polymer resin; and reinforced with steel, fiberglass, or a combination of the two.

B. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. Armorcast Products Company.
2. NewBasis.
3. Quazite: Hubbell Power Systems, Inc.

C. General Requirements for Polymer Concrete Handholes:

1. Boxes and handholes for use in underground systems shall be listed and labeled as defined in NFPA 70, by an NRTL, and marked for intended location and application.
2. Boxes installed in wet areas shall be listed and labeled as defined in NFPA 70, by an NRTL, and marked for intended location and application.
3. Comply with TIA-569-E.

D. Configuration: Designed for flush burial with open bottom unless otherwise indicated.

E. Cover: Weatherproof, secured by tamper-resistant locking devices and having structural load rating consistent with enclosure and handhole location.

1. Cover Finish: Nonskid finish shall have a minimum coefficient of friction of 0.50.

2. Cover Legend: Molded lettering, "COMMUNICATIONS".

2.9 CABLE TRAYS

A. Description: wire mesh basket cable support for telecommunications cable.

B. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. Eaton, B-line.
2. Panduit Corp.
3. Wiremold / Legrand.

C. Listed and labeled as defined in NFPA 70, by an NRTL, and marked for intended location and application.

D. Comply with TIA-569-E.

2.10 LADDER RACK

A. Description: rail/rung style cable support for telecommunications cable.

B. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. Eaton, B-line.
2. Panduit Corp.
3. Chatsworth.

C. Listed and labeled as defined in NFPA 70, by an NRTL, and marked for intended location and application.

D. Comply with TIA-569-E.

PART 3 - EXECUTION

3.1 PATHWAY APPLICATION

A. Minimum Pathway Size: refer to drawings.

B. Pathway Fittings: Compatible with pathways and suitable for use and location.

C. Do not install aluminum conduits, boxes, or fittings in contact with concrete or earth.

D. Install surface pathways only where indicated on Drawings.

E. Do not install nonmetallic conduit where ambient temperature exceeds 120 deg F.

3.2 INSTALLATION

A. Comply with the following standards for installation requirements except where requirements on Drawings or in this Section are stricter:

1. NECA 1.
2. TIA-569-E.
3. NECA 101.
4. NECA 102.
5. NECA 105.
6. NECA 111.

B. Comply with NFPA 70 limitations for types of pathways allowed in specific occupancies and number of floors.

C. Keep pathways at least 12 inches away from parallel runs of flues and steam or hot-water pipes. Install horizontal pathway runs above water and steam piping.

D. Complete pathway installation before starting conductor installation.

E. Install no more than the equivalent of 180-degree bends in any pathway run. Provide junction box at locations exceeding 180-degree bends. Support within 12 inches of changes in direction. Utilize long radius elbows for all optical-fiber cables.

F. Conceal rigid conduit within finished walls, ceilings, and floors unless otherwise indicated. Install conduits parallel or perpendicular to building lines.

G. Support conduit within 12 inches of enclosures to which attached.

H. Pathways Embedded in Slabs:

1. Run conduit larger than 1-inch trade size, parallel or at right angles to main reinforcement. Where at right angles to reinforcement, place conduit close to slab support. Secure pathways to reinforcement at maximum 10-foot intervals.
2. Arrange pathways to cross building expansion joints at right angles with expansion fittings. Comply with requirements for expansion joints specified in this article.
3. Arrange pathways to keep a minimum of 1 inch of concrete cover in all directions.
4. Do not embed threadless fittings in concrete unless specifically approved by Architect for each specific location.

I. Stub-ups to Above Recessed Ceilings:

1. Use EMT, IMC, or RMC for pathways.
2. Use a conduit bushing or insulated fitting to terminate stub-ups not terminated in hubs or in an enclosure.

J. Threaded Conduit Joints, Exposed to Wet, Damp, Corrosive, or Outdoor Conditions: Apply listed compound to threads of pathway and fittings before making up joints. Follow compound manufacturer's written instructions.

K. Coat field-cut threads on PVC-coated pathway with a corrosion-preventing conductive compound prior to assembly.

L. Do not rely on locknuts to penetrate nonconductive coatings on enclosures. Remove coatings in the locknut area prior to assembling conduit to enclosure, to assure a continuous ground path.

M. Cut conduit perpendicular to the length. For conduits of 2-inch trade size and larger, use roll cutter or a guide to ensure cut is straight and perpendicular to the length.

N. Install pull wires in empty pathways. Use polypropylene or monofilament plastic line with not less than 200-lb tensile strength. Leave at least 12 inches of slack at each end of pull wire. Secure pull wire, so it cannot fall into conduit. Cap pathways designated as spare alongside pathways in use.

O. Surface Pathways:

1. Install surface pathway for surface telecommunications outlet boxes only where indicated on Drawings.
2. Install surface pathway with a minimum 2-inch radius control at bend points.
3. Secure surface pathway with screws or other anchor-type devices at intervals not exceeding 48 inches and with no less than two supports per straight pathway section. Support surface pathway according to manufacturer's written instructions. Tape and glue are not acceptable support methods.

P. Pathways for Optical-Fiber and Communications Cable: Install pathways, metal and nonmetallic, rigid and flexible, as follows:

1. 1-Inch Trade Size and Larger: Install pathways in maximum lengths of 75 feet.
2. Install with a maximum of two 90-degree bends or equivalent for each length of pathway unless Drawings show stricter requirements. Separate lengths with pull or junction boxes or terminations at distribution frames or cabinets where necessary to comply with these requirements.

Q. Install pathway-sealing fittings at accessible locations according to NFPA 70 and fill them with listed sealing compound. For concealed pathways, install each fitting in a flush steel box with a blank cover plate having a finish similar to that of adjacent plates or surfaces. Install pathway-sealing fittings according to NFPA 70.

R. Install devices to seal pathway interiors at accessible locations. Locate seals, so no fittings or boxes are between the seal and the following changes of environments. Seal the interior of all pathways at the following points:

1. Where conduits pass from warm to cold locations, such as boundaries of refrigerated spaces.
2. Where an underground service pathway enters a building or structure.
3. Where otherwise required by NFPA 70.

S. Comply with manufacturer's written instructions for solvent welding PVC conduit and fittings.

T. J-Hooks:

1. Size to allow a minimum of 25 percent future capacity without exceeding design capacity limits.
2. Shall be supported by dedicated support wires. Do not use ceiling grid support wire or support rods.
3. Hook spacing shall allow no more than 6 inches of slack. The lowest point of the cables shall be no less than 6 inches adjacent to ceilings, mechanical ductwork and fittings, luminaires, power conduits, power and telecommunications outlets, and other electrical and communications equipment.
4. Space hooks no more than 4 feet o.c.
5. Provide a hook at each change in direction.

U. Mount boxes at heights indicated on Drawings. Install boxes with height measured to center of box unless otherwise indicated.

V. Recessed Boxes in Masonry Walls: Saw-cut opening for box in center of cell of masonry block, and install box flush with surface of wall. Prepare block surface to provide a flat surface for a raintight connection between box and cover plate or supported equipment and box.

W. Horizontally separate boxes mounted on opposite sides of walls, so they are not in the same vertical channel.

X. Fasten junction and pull boxes to or support from building structure. Do not support boxes by conduits.

Y. Set metal floor boxes level and flush with finished floor surface.

Z. Set nonmetallic floor boxes level. Trim after installation to fit flush with finished floor surface.

3.3 INSTALLATION OF UNDERGROUND CONDUIT

A. Direct-Buried Conduit:

1. Excavate trench bottom to provide firm and uniform support for conduit. Install backfill.
2. After installing conduit, backfill and compact.
3. Install manufactured duct elbows for stub-ups at poles and equipment and at building entrances through floor unless otherwise indicated. Install manufactured rigid steel conduit elbows for stub-ups at poles and equipment and at building entrances through floor.
    a. Couple steel conduits to ducts with adapters designed for this purpose, and encase coupling with 3 inches of concrete around conduit for a minimum of 12 inches on each side of the coupling.
    b. For stub-ups at equipment mounted on outdoor concrete bases and where conduits penetrate building foundations, extend steel conduit horizontally a

minimum of 60 inches from edge of foundation or equipment base. Install insulated grounding bushings on terminations at equipment.

4. Underground Warning Tape: Provide warning tape 12” above trenched conduit.

3.4 INSTALLATION OF UNDERGROUND HANDHOLES AND BOXES

A. Install handholes and boxes level and plumb and with orientation and depth coordinated with connecting conduits to minimize bends and deflections required for proper entrances.

B. Unless otherwise indicated, support units on a level bed of crushed stone or gravel, graded from 1/2-inch sieve to No. 4 sieve and compacted to same density as adjacent undisturbed earth.

C. Elevation: In paved areas, set so cover surface will be flush with finished grade. Set covers of other enclosures 1 inch above finished grade.

D. Field cut openings for conduits according to enclosure manufacturer's written instructions. Cut wall of enclosure with a tool designed for material to be cut. Size holes for terminating fittings to be used, and seal around penetrations after fittings are installed.

3.5 SLEEVE AND SLEEVE-SEAL INSTALLATION FOR COMMUNICATIONS PENETRATIONS

A. Install sleeves and sleeve seals at penetrations of exterior floor and wall assemblies.

3.6 FIRESTOPPING

A. Install firestopping at penetrations of fire-rated floor and wall assemblies.

3.7 PROTECTION

A. Protect coatings, finishes, and cabinets from damage or deterioration.

1. Repair damage to galvanized finishes with zinc-rich paint recommended by manufacturer.
2. Repair damage to PVC coatings or paint finishes with matching touchup coating recommended by manufacturer.

END OF SECTION 270528

SECTION 271323 - COMMUNICATIONS OPTICAL FIBER BACKBONE CABLING

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. 9/125 micrometer single-mode, indoor-outdoor optical fiber cable (OS2).
2. Optical fiber cable connecting hardware, patch panels, and cross-connects.
3. Cabling identification products.

1.2 OPTICAL FIBER BACKBONE CABLING DESCRIPTION

A. Optical fiber backbone cabling system shall provide interconnections between communications equipment rooms, main terminal space, and entrance facilities in the telecommunications cabling system structure. Cabling system consists of backbone cables, intermediate and main cross-connects, mechanical terminations, and patch cords or jumpers used for backbone-to-backbone cross-connection.

B. Backbone cabling cross-connects may be located in communications equipment rooms or at entrance facilities.

1.3 ACTION SUBMITTALS

A. Product Data: For each type of product. Separate submittal required for each specification section.

1.4 INFORMATIONAL SUBMITTALS

A. Qualification Data: For installers and installation supervisor.

1.5 CLOSEOUT SUBMITTALS

A. Maintenance data.

B. As-built drawings

C. Test results

D. Warranty certificate

1.6 COORDINATION

A. Coordinate layout and installation of telecommunications pathways and cabling with Owner's telecommunications and LAN equipment and service suppliers.

1.7 INSTALLER QUALIFICATIONS

A. Installer Qualifications: Division 27 sub-contractor shall be a manufacturer certified contractor and will be required to provide a minimum 25-year performance warranty on parts and labor for all fiber optic systems. Proof of the sub-contractor's ability to provide such a warranty shall be submitted to the General Contractor at the time of bidding and to the Owner prior to the Notice To Proceed. This warranty shall cover the patch panels, adapter plates, connectors, fiber optic cabling, and patch cords.

B. Contractor shall employ, in conjunction with construction of the project, a capable, experienced, and reliable foreperson and such skilled workers as may be required for the various classes of work to be performed. Contractor shall be required to submit evidence of foreperson's skilled experience on ANSI/TIA certified fiber optic systems. Evidence of experience shall be submitted to Owner with submittal of bid. Minimum experience for any workman involved in cabling work shall be cable pulling and termination work on projects for a minimum of 5 years and completion of training (40 hrs. minimum) which certifies the person's work in fiber optic installations. Training can be a combination of BICSI and manufacturer training.

PART 2 - PRODUCTS

2.1 REQUIREMENTS

A. General Performance: Backbone cabling system shall comply with transmission standards in TIA-568.1-E, when tested according to test procedures of this standard.

B. Telecommunications Pathways and Spaces: Comply with TIA-569-E.

C. Grounding: Comply with TIA-607-D.

D. All OSP cables shall grounded at both ends.

E. Indoor cables shall be interlocking armor cables or indoor or indoor/outdoor cables run in appropriately rated inner duct.

F. All non interlocking armor cables shall be run in appropriately rated inner duct if not in conduit.

2.2 9/125 MICROMETER, SINGLE-MODE, INDOOR-OUTDOOR OPTICAL FIBER CABLE (OS2)

A. Description: Single mode, 9/125-micrometer, optical fiber cable. Refer to drawings for strand count and cable type. Refer to Section 271800 for testing requirements.

B. Manufacturers: Subject to compliance with requirements, provide products by the following:

1. CommScope, Inc.
2. Corning Cable Systems.
3. Panduit.

C. Standards:

1. Comply with TIA-492CAAB for detailed specifications.
2. Comply with TIA-568.3-E for performance specifications.
3. Comply with ICEA S-104-696 for mechanical properties.

D. Armored cable shall be steel armored type.

E. Maximum Attenuation: 0.5 dB/km at 1310 nm; 0.5 dB/km at 1550 nm.

F. Jacket:

1. Jacket Color: Black for indoor/outdoor.
2. Cable cordage jacket, fiber, unit, and group color shall be according to TIA-598-D.
3. Imprinted with fiber count, fiber type, and aggregate length at regular intervals.

G. Listed and labeled by an NRTL acceptable to authorities having jurisdiction as complying with UL 444, UL 1651, and NFPA 70 for the following types:

1. Riser Rated, Nonconductive: Type OFNR
2. Riser Rated, Conductive: Type OFCR

2.3 OPTICAL FIBER CABLE HARDWARE

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. CommScope, Inc.
2. Corning Cable Systems.
3. Panduit.

B. Standards:

1. Comply with Optical Fiber Connector Intermateability Standard (OFCIS) specifications of the TIA-604 series.
2. Comply with TIA-568.3-E.
3. Comply with TIA-607-D.

C. Fiber Optic Patch Panels: Modular panels housing multiple-numbered, duplex cable connectors in 2U and surface mount options. Each panel shall have a clear door, removable front and rear enclosures, strain relief brackets, routing clips and guides, mounting brackets, and labels. Provide 1U patch panel within building. Use surface mount patch panel in NEMA 3R enclosure.

D. Connector Type: Type LC complying with TIA-604-10-B.

E. Adapter Plates: LC Adapters Duplex, UPC, 12 Fiber. Blank all unused panels.

F. Patch Cords: Factory-made, LC-LC dual-fiber cables in 1-meter lengths. Provide (5) 1-meter patch cords per cable.

2.4 IDENTIFICATION PRODUCTS

A. Comply with TIA-606-D and UL 969 for a system of labeling materials, including label stocks, laminating adhesives, and inks used by label printers.

PART 3 - EXECUTION

3.1 WIRING METHODS

A. Wiring Method: Install cables in raceways and cable trays.

1. Install plenum cable in environmental air spaces, including plenum ceilings.

B. Wiring Method: Conceal conductors and cables in accessible ceilings, walls, and floors where possible.

C. Wiring within Enclosures: Bundle, lace, and train cables within enclosures. Connect to terminal points with no excess and without exceeding manufacturer's limitations on bending radii.

3.2 INSTALLATION OF OPTICAL FIBER BACKBONE CABLES

A. Comply with NECA 1, NECA 301, and NECA/BICSI 568.

B. General Requirements for Optical Fiber Cabling Installation:

1. Comply with TIA-568.1-E and TIA-568.3-E.
2. Comply with BICSI ITSIMM, Ch. 6, "Cable Termination Practices."
3. Terminate all cables; no cable shall contain unterminated elements. Make terminations only at indicated outlets, terminals, cross-connects, and patch panels.
4. Cables may not be spliced. Secure and support cables at intervals not exceeding 48 inches and not more than 12 inches from cabinets, boxes, fittings, outlets, racks, frames, and terminals.

5. Install lacing bars to restrain cables, to prevent straining connections, and to prevent bending cables to smaller radii than minimums recommended by manufacturer.
6. Bundle, lace, and train cable to terminal points without exceeding manufacturer's limitations on bending radii, but not less than radii specified in BICSI ITSIMM, "Cabling Termination Practices" Chapter. Use lacing bars and distribution spools.
7. Do not install bruised, kinked, scored, deformed, or abraded cable. Do not splice cable between termination, tap, or junction points. Remove and discard cable if damaged during installation and replace it with new cable.
8. Cold-Weather Installation: Bring cable to room temperature before dereeling. Heat lamps shall not be used for heating.
9. In the communications equipment room, provide a 10-foot long service loop on each end of cable.
10. Pulling Cable: Comply with BICSI ITSIMM, Ch. 4, "Pulling Cable." Monitor cable pull tensions.
11. Cable may be terminated on connecting hardware that is rack or cabinet mounted.

C. Open-Cable Installation:

1. Install cabling with horizontal and vertical cable guides in telecommunications spaces with terminating hardware and interconnection equipment.
2. Cable shall not be run through structural members or in contact with pipes, ducts, or other potentially damaging items.

D. Group connecting hardware for cables into separate logical fields.

3.3 FIRESTOPPING

A. Comply with TIA-569-E, Annex A, "Firestopping."

B. Comply with BICSI ITSIMM, "Firestopping" Chapter.

3.4 IDENTIFICATION

A. Cable and Wire Identification:

1. Label each cable within 3 inches of each termination point with a mechanically generated label
2. Label each patch panel with mechanically generated labels
3. Labels shall be preprinted or computer-printed type with printing area and font color that contrasts with cable jacket color but still complies with requirements in TIA 606-C.

3.5 FIELD QUALITY CONTROL

A. Perform testing per section 271800.

END OF SECTION 271323

SECTION 271513 - COMMUNICATIONS COPPER HORIZONTAL CABLING

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Category 6 twisted pair cable.
2. Twisted pair cable hardware, including plugs and jacks.
3. Cable management system.
4. Grounding provisions for twisted pair cable.

1.2 COPPER HORIZONTAL CABLING DESCRIPTION

A. Horizontal cabling system shall provide interconnections between the patch panels in the telecommunications rooms, and the equipment outlet. Cabling system consists of horizontal cables, intermediate and main cross-connects, mechanical terminations, and patch cords or jumpers used for horizontal-to-horizontal cross-connection. This project is to utilize extended reach category 6 cabling capable to support 1 Gbps/90 W up to 150 meters as well as standard category 6 cabling.

1.3 ACTION SUBMITTALS

A. Product Data: For each type of product used on this project, provide cut sheet with highlighted part number of product. A separate submittal is required for each specification section. Do not combine or merge specification sections.

1.4 INFORMATIONAL SUBMITTALS

A. Qualification Data: For installers and installation supervisor.

1.5 CLOSEOUT SUBMITTALS

A. Maintenance data.

B. As-built drawings.

C. Test results.

D. Warranty certificate.

1.6 COORDINATION

A. Coordinate layout and installation of telecommunications pathways and cabling with Owner's telecommunications and LAN equipment and service suppliers.

1.7 INSTALLER QUALIFICATIONS

A. Installer Qualifications: Division 27 sub-contractor shall be a manufacturer certified contractor and will be required to provide a minimum 25-year performance warranty on parts and labor for all Category 6 cabling and systems. Proof of the sub-contractor's ability to provide such a warranty shall be submitted to the General Contractor at the time of bidding and to the Owner prior to the Notice To Proceed. This warranty shall cover the patch panels, horizontal cabling, work area outlets, and patch cords.

B. Contractor shall employ, in conjunction with construction of the project, a capable, experienced, and reliable foreperson and such skilled workers as may be required for the various classes of work to be performed. Contractor shall be required to submit evidence of foreperson's skilled experience on ANSI/TIA certified structured cabling systems. Evidence of experience shall be submitted to Owner with submittal of bid. Minimum experience for any workman involved in cabling work shall be cable pulling and termination work on projects for a minimum of 5 years and completion of training (40 hrs. minimum) which certifies the person's work in copper cabling installations. Training can be a combination of BICSI and manufacturer training.

PART 2 - PRODUCTS

2.1 REQUIREMENTS

A. General Performance: Horizontal cabling system shall comply with transmission standards in TIA-568.1-E, when tested according to test procedures of this standard.

B. Telecommunications Pathways and Spaces: Comply with TIA-569-E.

C. Grounding: Comply with TIA-607-D.

2.2 GENERAL CABLE CHARACTERISTICS

A. Listed and labeled by an NRTL acceptable to authorities having jurisdiction as complying with the applicable standard and NFPA 70 for the following types:

1. Communications, Outdoor rated: Type OSP

B. RoHS compliant.

2.3 CATEGORY 6 TWISTED PAIR CABLE

A. Description: Four-pair, balanced-twisted pair cable, certified to meet transmission characteristics of Category 6 cable at frequencies up to 250 MHz. This project is to utilize extended reach category 6 cabling capable to support 1 Gbps/90 W up to 150 meters as well as standard category 6 cabling. See drawings for additional details.

B. Manufacturers: Subject to compliance with requirements. Available manufacturers offering products that may be incorporated into the Work include the following:

1. CommScope, Inc.
2. Leviton
3. Panduit

C. Standard: Comply with NEMA WC 66/ICEA S-116-732 and TIA-568.2-E for Category 6 cables.

D. Conductors: 100-ohm, 21-23 AWG solid copper.

E. Shielding/Screening: Unshielded twisted pairs (UTP).

F. Cable Rating: OSP

G. Jacket: Black.

2.4 TWISTED PAIR CABLE HARDWARE

A. Description: Hardware designed to connect, splice, and terminate twisted pair copper communications cable. No minimum specification grade hardware will be accepted.

B. Manufacturers: Subject to compliance with requirements, provide products by the following:

1. CommScope, Inc.
2. Leviton
3. Panduit

C. General Requirements for Twisted Pair Cable Hardware:

1. Comply with the performance requirements of Category 6.
2. Comply with TIA-568.2-E, IDC type, with modules designed for punch-down caps or tools.
3. Cables shall be terminated with connecting hardware of same category or higher.
4. No minimum specification hardware will be accepted.

D. Patch Panel: 12-port surface mount patch panels located in NEMA 3R enclosures.

1. Features:
   a. Universal T568A and T568B wiring labels.
   b. Labeling areas adjacent to conductors.

c. Replaceable connectors.
d. 12 ports.

E. Patch Cords: Provide one factory terminated Category 6 or patch cord for each horizontal cable terminated within the patch panels. See drawings for additional details. The patch cable lengths shall be field measured before ordering (typical lengths are 3' and 5').

1. Patch cords shall have bend-relief-compliant boots and color-coded icons to ensure performance. Patch cords shall have latch guards to protect against snagging.
2. Patch cords to be 24 AWG. Provide (2) patch cords per cable run.

F. Plugs and Plug Assemblies:

1. Male; eight position; color-coded modular plug (8P8C) designed for termination of a single four-pair, 100-ohm, unshielded twisted pair cable at each camera location.
2. Standard: Comply with TIA-568.2-E.2.
3. Marked to indicate transmission performance.

2.5 GROUNDING

A. Comply with TIA-607-D. Each surge protector shall be grounded at each end.

PART 3 - EXECUTION

3.1 INSTALLATION OF TWISTED-PAIR HORIZONTAL CABLES

A. Comply with NECA 1 and ANSI/TIA 568.

B. Wiring Method: Install cables in j-hooks, raceways and cable trays. Conceal raceway and cables, except in unfinished spaces.

1. Install plenum cable in environmental air spaces, including plenum ceilings.

C. Wiring within Enclosures: Bundle, lace, and train cables within enclosures. Connect to terminal points with no excess and without exceeding manufacturer's limitations on bending radii. Provide and use lacing bars and distribution spools. Install conductors parallel with or at right angles to sides and back of enclosure.

D. General Requirements for Cabling:

1. Comply with TIA-568.1-E.
2. Install 110-style IDC termination hardware unless otherwise indicated.
3. Do not untwist twisted pair cables more than 1/2 inch from the point of termination to maintain cable geometry.

4. Terminate all conductors; no cable shall contain unterminated elements. Make terminations only at indicated outlets, terminals, cross-connects, and patch panels.
5. Cables may not be spliced. Secure and support cables at intervals not exceeding 48” and not more than 6 inches from cabinets, boxes, fittings, outlets, racks, frames, and terminals.
6. Install lacing bars to restrain cables, prevent straining connections, and prevent bending cables to smaller radii than minimums recommended by manufacturer.
7. Bundle, lace, and train conductors to terminal points without exceeding manufacturer's limitations on bending radii. Use hook and loop Velcro for all cable bundling.
8. Do not install bruised, kinked, scored, deformed, or abraded cable. Do not splice cable between termination, tap, or junction points. Remove and discard cable if damaged during installation, and replace it with new cable.
9. Cold-Weather Installation: Bring cable to room temperature before dereeling. Heat lamps shall not be used for heating.
10. In the telecommunications room, install a 10’ long service loop. At the work area outlet, install a 12” long service loop.

E. Separation from EMI Sources:

1. Comply with recommendations from BICSI's "Telecommunications Distribution Methods Manual" and TIA-569-E for separating unshielded copper communication cable from potential EMI sources, including electrical power lines and equipment.

3.2 FIRESTOPPING

A. Comply with TIA-569-E.

3.3 GROUNDING

A. Comply with TIA-607-D.

B. Locate grounding bus bar to minimize the length of bonding conductors. Fasten to wall, allowing at least a 2-inch clearance behind the grounding bus bar. Connect grounding bus bar to suitable electrical building ground, using a minimum No. 6 AWG grounding electrode conductor.

C. Bond metallic equipment to the grounding bus bar, using not smaller than a No. 6 AWG equipment grounding conductor.

D. Bonding busbar shall be 12” x 4” x 1/4”.

3.4 IDENTIFICATION

A. Cable and Wire Identification:

1. Label each cable within 2” of each termination with a mechanically generated label.
2. Label each patch panel, patch panel port, and each faceplate port with a mechanically generated label.
3. Labels shall be preprinted or computer-printed type, with a printing area and font color that contrast with cable jacket color but still comply with TIA-606-D.

3.5 FIELD QUALITY CONTROL

A. Perform tests per section 271700.

END OF SECTION 271513

SECTION 271700 - TESTING, IDENTIFICATION AND ADMINISTRATION OF BALANCED TWISTED PAIR INFRASTRUCTURE

PART 1 - GENERAL

1.1 WORK INCLUDED

A. Provide all labor, materials, tools, field-test instruments and equipment required for the complete testing, identification and administration of the work called for in the Contract Documents.

B. In order to conform to the overall project event schedule, the cabling contractor shall survey the work areas and coordinate cabling testing with other applicable trades.

C. In addition to the tests detailed in this document, the contractor shall notify the Owner or the Owner's representative of any additional tests that are deemed necessary to guarantee a fully functional system. The contractor shall carry out and record any additional measurement results at no additional charge.

1.2 SCOPE

A. This Section includes the minimum requirements for the test certification, identification and administration of horizontal balanced twisted pair cabling.

B. This Section includes minimum requirements for:

1. Copper cabling test instruments
2. Copper cabling testing
3. Identification
    a. Labels and labeling
4. Administration
5. Test results documentation
6. As-built drawings

C. Testing shall be carried out in accordance with this document.

D. Testing shall be performed on each cabling link. (100% testing)

E. All tests shall be documented.

1.3 QUALITY ASSURANCE

A. All testing procedures and field-test instruments shall comply with applicable requirements of:

1. ANSI/TIA-1152, Requirements for Field Test Instruments and Measurements for Balanced Twisted-Pair Cabling
2. ANSI/TIA-568.0-E, Generic Telecommunications Cabling for Customer Premises.
3. ANSI/TIA-568.1-E, Commercial Building Telecommunications Cabling Standard
4. ANSI/TIA-568.2-E, Balanced Twisted-Pair Telecommunications Cabling and Components Standards.
5. ANSI/TIA-606-D, Administration Standard for Commercial Telecommunications Infrastructure, including the requirements specified by the customer, unless the customer specifies their own labeling requirements.

B. Trained technicians who have successfully attended an appropriate training program and have obtained a certificate as proof thereof shall execute the tests. These certificates may have been issued by any of the following organizations or an equivalent organization:

1. Manufacturer of the connectors or cable.
2. Manufacturer of the test equipment used for the field certification.
3. Training organizations (e.g., BICSI, A Telecommunications Association headquarters in Tampa, Florida; ACP [Association of Cabling Professionals™] Cabling Business Institute located in Dallas, Texas)

C. The Owner or the Owner's representative shall be invited to witness and/or review field-testing.

1. The Owner or the Owner's representative shall be notified of the start date of the testing phase five (5) business days before testing commences.
2. The Owner or the Owner's representative will select a random sample of 5% of the installed links. The Owner or the Owner's representative shall test these randomly selected links and the results are to be stored in accordance with Part 3 of this document. The results obtained shall be compared to the data provided by the installation contractor. If more than 2% of the sample results differ in terms of the pass/fail determination, the installation contractor under supervision of the representative shall repeat 100% testing at no cost to the Owner.

1.4 SUBMITTALS

A. Manufacturers catalog sheets and specifications for the test equipment being used on this project.

B. A schedule (list) of all balanced twisted-pair copper links to be tested.

C. Sample test reports.

1.5 ACCEPTANCE OF TEST RESULTS

A. Unless otherwise specified by the Owner or the Owners representative, each cabling link shall be in tested for:

1. Wire Map
2. Length
3. Propagation Delay
4. Delay Skew

5. DC Loop Resistance – recorded for information only
6. DC Resistance Unbalance – recorded for information only
7. Insertion Loss
8. NEXT (Near-End Crosstalk)
9. PS NEXT (Power Sum Near-End Crosstalk)
10. ACR-N (Attenuation to Crosstalk Ratio Near-End) – recorded for information only
11. PS ACR-N (Power Sum Attenuation to Crosstalk Ratio Near-End) – recorded for information only
12. ACR-F (Attenuation to Crosstalk Ratio Far-End)
13. PS ACR-F (Power Sum Attenuation to Crosstalk Ratio Far-End)
14. Return Loss
15. TCL (Transverse Conversion Loss) – recorded for information only
16. ELTCTL (Equal Level Transverse Conversion Transfer Loss) – recorded for information only

B. All installed cabling Permanent Links shall be field-tested and pass the test requirements and analysis as described in Part 3. Any Permanent Link that fails these requirements shall be diagnosed and corrected. Any corrective action that must take place shall be documented and followed with a new test to prove that the corrected Permanent Link meets performance requirements. The final and passing result of the tests for all Permanent Links shall be provided in the test results documentation in accordance with Part 3.

C. Acceptance of the test results shall be given in writing after the project is fully completed and tested in accordance with Contract Documents and to the satisfaction of the Owner.

PART 2 - PRODUCTS

2.1 BALANCED TWISTED-PAIR CABLE TESTERS

A. The field-test instrument shall be within the calibration period recommended by the manufacturer, typically 12 months.

B. Certification tester

1. Accuracy
   a. Level IV accuracy in accordance with ANSI/TIA-1152
   b. Independent verification of accuracy
   c. Acceptable manufacturers
      1) Fluke Networks
2. Permanent Link Adapters
   a. RJ45 plug must meet the requirements for NEXT, FEXT and Return Loss in accordance with ANSI/TIA-568.2-E Annex C.
   b. Twisted pair Category 5e, 6, and 6A cords are not permitted as their performance degrades with use and can cause false Return Loss failures.

3. Results Storage
   a. Must be capable of storing > 10,000 results for all measurements found in 2.1 B.4 below.

4. Measurement capabilities
    a. Wire Map
    b. Length
    c. Propagation Delay
    d. Delay Skew
    e. DC Loop Resistance
    f. DC Resistance Unbalance
    g. Insertion Loss
    h. NEXT (Near-End Crosstalk)
    i. PS NEXT (Power Sum Near-End Crosstalk)
    j. ACR-N (Attenuation to Crosstalk Ratio Near-End)
    k. PS ACR-N (Power Sum Attenuation to Crosstalk Ratio Near-End)
    l. ACR-F (Attenuation to Crosstalk Ratio Far-End)
    m. PS ACR-F (Power Sum Attenuation to Crosstalk Ratio Far-End)
    n. Return Loss
    o. TCL (Transverse Conversion Loss)
    p. ELTCTL (Equal Level Transverse Conversion Transfer Loss)
    q. Time Domain Reflectometer
    r. Time Domain Xtalk Analyzer

C. PC Software

1. Windows® based.
2. Must show when 3 dB and 4 dB rules are applied.
3. Re-certification capability, where results must have their Cable IDs suffixed with (RC).
4. Built in PDF export – no additional third party software permitted.
5. Built-in statistical analysis.

2.2 IDENTIFICATION

A. Labels

1. Shall meet the legibility, defacement, exposure and adhesion requirements of UL 969.
2. Shall be preprinted using a mechanical means of printing (e.g., laser printer).
3. Where used for cable marking, provide vinyl substrate with a white printing area and a clear “tail” that self laminates the printed area when wrapped around the cable. If cable jacket is white, provide cable label with printing area that is any other color than white, preferably orange or yellow – so that the labels are easily distinguishable.
4. Where insert type labels are used provide clear plastic cover over label.
5. Provide plastic warning tape 6 inches wide continuously printed and bright colored 18” above all direct buried services, underground conduits and duct-banks.
6. Acceptable Manufacturers:
    a. Brady Corporation
    b. Silver Fox
    c. Brother
    d. Epson
    e. Dymo

2.3 ADMINISTRATION

A. Administration of the documentation shall include test results of each Permanent Link.

B. The test result information for each link shall be recorded in the memory of the field-test instrument upon completion of the test.

C. The test result records saved within the field-test instrument shall be transferred into a Windows® -based database utility that allows for the maintenance, inspection and archiving of these test records.

PART 3 - EXECUTION

3.1 GENERAL

A. All outlets, cables, patch panels and associated components shall be fully assembled and labeled prior to field-testing. Any testing performed on incomplete systems shall be redone on completion of the work.

3.2 BALANCED TWISTED PAIR CABLE TESTING

A. Field-test instruments shall have the latest software and firmware installed.

B. Permanent Link test results including the individual frequency measurements from the tester shall be recorded in the test instrument upon completion of each test for subsequent uploading to a PC in which the administrative documentation (reports) may be generated.

C. Testing shall be performed on each cabling segment (connector to connector). Sampling is not acceptable.

D. Permanent Link adapters made from twisted pair Category 5e, 6, 6A, 7 or 7A cords are not permitted as their performance degrades with use and can cause false Return Loss failures.

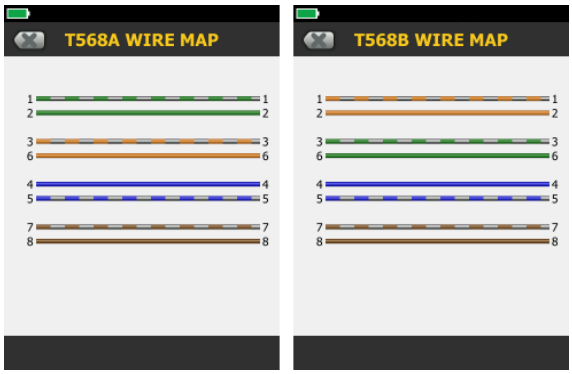
E. The installer shall build a reference link. All components shall be anchored so it is not possible to disturb them. The technician is to conduct a Category 6A Permanent Link test each day to ensure no degradation of the tester or its Permanent Link adapters.

F. Wire Map Measurement

1. The wire map test is intended to verify pin-to-pin termination at each end and check for installation connectivity errors. For each of the 8 conductors in the cabling, the wire map indicates:
    a. Continuity to the remote end
    b. Shorts between any two or more conductors
    c. Reversed pairs
    d. Split pairs
    e. Transposed pairs
    f. Distance to open on shield

g. Any other miss-wiring

2. The correct connectivity of telecommunications outlets/connectors is defined in ANSI/TIA-568.2-E. Two color schemes are permitted. The user shall define which scheme is to be used. The field tester shall document which color scheme was used. Examples are given below:



G. Length Measurement

1. The length of each balanced twisted pair shall be recorded.
2. Since physical length is determined from electrical length, the physical length of the link calculated using the pair with the shortest electrical delay shall be reported and used for making the pass or fail determination.
3. The pass or fail criteria is based on the maximum length allowed for the Permanent Link as specified in ANSI/TIA-568.2-E plus the nominal velocity of propagation (NVP) uncertainty of 10%. For a Permanent Link, the length measurement can be 325 ft. (99 m) before a fail is reported.

H. Propagation Delay measurement

1. Is the time it takes for a signal to reach the end of the link.
2. The measurement shall be made at 10 MHz per ANSI/TIA-1152.
3. The propagation delay of each balanced twisted pair shall be recorded.
4. Is not to exceed 498 ns per ANSI/TIA-568.2-E Section 6.3.18.

I. Delay Skew measurement

1. Is the difference in propagation delay @ 10 MHz between the shortest delay and the delays of the other wire pairs.
2. The delay skew of each balanced twisted pair shall be recorded.
3. Is not to exceed 44 ns per ANSI/TIA-568.2-E Section 6.3.19.

J. DC Resistance

1. Often reported as Resistance, is the loop resistance of both conductors in the pair.
2. Is not specified in ANSI/TIA-1152, but shall be recorded for all four pairs.

K. DC Resistance Unbalance

1. Often reported as Resistance Unbalance, is the difference in resistance of the two wires within the pair.
2. Is not specified in ANSI/TIA-1152 for a Permanent Link, but shall be recorded for all four pairs.

L. Insertion Loss

1. Is the loss of signal strength over the cabling (in dB).
2. The frequency resolution shall be:
   a. 1 – 31.25 MHz
   b. 31.25 – 100 MHz
   c. 100 – 500 MHz
3. Worst case shall be reported for all four pairs in one direction only.
4. Reported margins found to be within the accuracy of the field tester shall be marked with an asterisk (*).
5. Is not to exceed the Category 6A Permanent Link limits found in ANSI/TIA-568.2-E Section 6.3.7.

M. NEXT (Near-End Crosstalk)

1. Is the difference in amplitude (in dB) between a transmitted signal and the crosstalk received on other wire pairs at the same end of the cabling.
2. The frequency resolution shall be:
   a. 1 – 31.25 MHz
   b. 31.25 – 100 MHz
   c. 100 – 500 MHz
3. Shall be measured in both directions. (12 pair to pair possible combinations)
4. Both worst case and worst margins shall be reported.
5. Is not to exceed the Category 6A Permanent Link limits found in ANSI/TIA-568.2-E Section 6.3.8.
6. Reported margins found to be within the accuracy of the field tester shall be marked with an asterisk (*).
7. The Time Domain Xtalk data shall be stored for any marginal or failing NEXT results.

N. PS NEXT (Power Sum Near-End Crosstalk)

1. Is the difference (in dB) between the test signal and the crosstalk from the other pairs received at the same end of the cabling.
2. The frequency resolution shall be:
   a. 1 – 31.25 MHz
   b. 31.25 – 100 MHz
   c. 100 – 500 MHz
3. Shall be measured in both directions. (8 pair possible combinations)
4. Both worst case and worst margins shall be reported.
5. Is not to exceed the Category 6A Permanent Link limits found in ANSI/TIA-568.2-E Section 6.3.9.
6. Reported margins found to be within the accuracy of the field tester shall be marked with an asterisk (*).
7. The Time Domain Xtalk data shall be stored for any marginal or failing PS NEXT results.

O. ACR-N (Attenuation Crosstalk Ratio Near-End)

1. Is a calculation of NEXT minus Insertion Loss of the disturbed pair in dB.
2. The frequency resolution shall be:
   a. 1 – 31.25 MHz
   b. 31.25 – 100 MHz
   c. 100 – 500 MHz
3. Shall be calculated in both directions.
4. Is not specified in ANSI/TIA-1152, but shall be recorded for all 12 possible combinations.

P. PS ACR-N (Power Sum Attenuation Crosstalk Ratio Near-End)

1. Is a calculation of PS NEXT minus Insertion Loss of the disturbed pair in dB.
2. The frequency resolution shall be:
   a. 1 – 31.25 MHz
   b. 31.25 – 100 MHz
   c. 100 – 500 MHz
3. Shall be calculated in both directions.
4. Is not specified in ANSI/TIA-1152, but shall be recorded for all 8 possible combinations.

Q. ACR-F (Attenuation Crosstalk Ratio Far-End)

1. Is a calculation of FEXT minus Insertion Loss of the disturbed pair in dB.
2. The frequency resolution shall be:
   a. 1 – 31.25 MHz
   b. 31.25 – 100 MHz
   c. 100 – 500 MHz
3. Shall be measured in both directions. (24 pair to pair possible combinations)
4. Both worst case and worst margins shall be reported.
5. Is not to exceed the Category 6A Permanent Link limits found in ANSI/TIA-568.2-E Section 6.3.11.
6. Reported margins found to be within the accuracy of the field tester shall be marked with an asterisk (*).

R. PS ACR-F (Power Sum Attenuation Crosstalk Ratio Far-End)

1. Is a calculation of PS FEXT minus Insertion Loss of the disturbed pair in dB.
2. The frequency resolution shall be:
   a. 1 – 31.25 MHz
   b. 31.25 – 100 MHz
   c. 100 – 500 MHz
3. Shall be measured in both directions. (8 pair possible combinations)
4. Both worst case and worst margins shall be reported.
5. Is not to exceed the Category 6 Permanent Link limits found in ANSI/TIA-568.2-E Section 6.3.13.
6. Reported margins found to be within the accuracy of the field tester shall be marked with an asterisk (*).

S. Return Loss

1. Is the difference (in dB) between the power of a transmitted signal and the power of the signals reflected back.
2. The frequency resolution shall be:
   a. 1 – 31.25 MHz
   b. 31.25 – 100 MHz
   c. 100 – 500 MHz
3. Shall be measured in both directions. (8 pair possible combinations)
4. Both worst case and worst margins shall be reported.
5. Shall be ignored at all frequencies where the Insertion Loss is less than 3 dB for that pair.
6. Is not to exceed the Category 6 Permanent Link limits found in ANSI/TIA-568.2-E Section 6.3.6.
7. Reported margins found to be within the accuracy of the field tester shall be marked with an asterisk (*).
8. The Time Domain Reflectometer data shall be stored for any marginal or failing Return Loss results.

T. TCL (Transverse Conversion Loss)

1. Is the ratio (in dB) between a differential mode signal inject at the near-end and the common-mode signal measured at the near-end on the same wire pair.
2. The frequency resolution shall be:
   a. 1 – 31.25 MHz
   b. 31.25 – 100 MHz
   c. 100 – 500 MHz
3. Shall be measured in both directions.
4. Is not specified in ANSI/TIA-1152 for a Permanent Link, but shall be recorded for all 8 possible combinations.

U. ELTCTL (Equal Level Transverse Conversion Transfer Loss)

1. Is the ratio (in dB) between a differential mode signal inject at the near-end and the common-mode signal measured at the far end on the same wire pair minus the Insertion Loss of that pair.
2. The frequency resolution shall be:
   a. 1 – 31.25 MHz
   b. 31.25 – 100 MHz
   c. 100 – 500 MHz
3. Shall be measured in both directions.
4. Is not specified in ANSI/TIA-1152 for a Permanent Link, but shall be recorded for all 8 possible combinations.

3.3 ADMINISTRATION

A. Test results documentation

1. Test results saved within the field-test instrument shall be transferred into a Windows™-based database utility that allows for the maintenance, inspection and archiving of the test records. These test records shall be uploaded to the PC unaltered, i.e., “as saved in the field-test instrument”. The file format, CSV (comma separated value), does not provide adequate protection of these records and shall not be used.
2. The test results documentation shall be available for inspection by the Owner or the Owner’s representative during the installation period and shall be passed to the Owner's representative within 5 working days of completion of tests on cabling served by a telecommunications room or of backbone cabling. The installer shall retain a copy to aid preparation of as built information.
3. The database for the complete project, including twisted-pair copper cabling links, if applicable, shall be stored and delivered in PDF Format prior to Owner acceptance of the building.
4. Circuit IDs reported by the test instrument should match the specified label ID (see 3.3 of this Section).
5. The detailed test results documentation data is to be provided in an electronic database for each tested balance twisted-pair and shall contain the following information
    a. The overall Pass/Fail evaluation of the link-under-test
    b. The date and time the test results were saved in the memory of the tester
    c. The identification of the customer site as specified by the end-user
    d. The name of the test limit selected to execute the stored test results
    e. The name of the personnel performing the test
    f. The version of the test software and the version of the test limit database held within the test instrument
    g. The manufacturer, model and serial number of the field-test instrument
    h. The adapters used
    i. The factory calibration date
    j. Wire Map
    k. Propagation Delay values, for all four pairs
    l. Delay Skew values, for all four pairs
    m. DC Resistance values, for all four pairs
    n. DC Resistance Unbalance, values for all four pairs
    o. Insertion Loss, worst case values for all four pairs
    p. NEXT, worst case margin and worst case values, both directions
    q. PS NEXT, worst case margin and worst case values, both directions
    r. ACR-F, worst case margin and worst case values, both directions
    s. PS ACR-F, worst case margin and worst case values, both directions
    t. Return Loss, worst case margin and worst case values, both directions
    u. TCL, worst case values both directions
    v. ELTCTL, worst case values, both directions
    w. Time Domain Crosstalk data if the link is marginal or fails
    x. Time Domain Reflectometer data if the link is marginal or fails

B. Record copy and as-built drawings.

1. Provide record copy drawings periodically throughout the project as requested by the Construction Manager or Owner, and at end of the project in PDF format. Record copy drawings at the end of the project shall be in CAD format and include notations reflecting the as built conditions of any additions to or variation from the drawings provided such as, but not limited to cable paths and termination point. The as built drawings shall include, but are not limited to block diagrams, frame and cable labeling, cable termination points,

equipment room layouts and frame installation details. The as-builts shall include all field changes made up to construction completion:

a. Field directed changes to pull schedule.
b. Horizontal cable routing changes.
c. Associated detail drawings.

END OF SECTION 271700

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SECTION 271800 - TESTING, IDENTIFICATION AND ADMINISTRATION OF FIBER INFRASTRUCTURE

PART 1 - GENERAL

1.1 WORK INCLUDED

A. Provide all labor, materials, tools, field-test instruments and equipment required for the complete testing, identification and administration of the work called for in the Contract Documents.

B. In order to conform to the overall project event schedule, the cabling contractor shall survey the work areas and coordinate cabling testing with other applicable trades.

C. In addition to the tests detailed in this document, the contractor shall notify the Owner or the Owner's representative of any additional tests that are deemed necessary to guarantee a fully functional system. The contractor shall carry out and record any additional measurement results at no additional charge.

1.2 SCOPE

A. This Section includes the minimum requirements for the test certification, identification and administration of backbone and horizontal optical fiber cabling.

B. This Section includes minimum requirements for:

1. Fiber optic test instruments
2. Fiber optic testing
3. Identification
    a. Labels and labeling

4. Administration
    a. Test results documentation
    b. As-built drawings

C. Testing shall be carried out in accordance with this document. This includes testing the attenuation and polarity of the installed cable plant with an optical loss test set (OLTS) and the installed condition of the cabling system and its components with an optical time domain reflectometer (OTDR). The condition of the fiber end faces shall also be verified.

D. Testing shall be performed on each cabling link (connector to connector).

E. Testing shall be performed on each cabling channel (equipment to equipment) that is identified by the owner.

1. Testing shall not include any active devices or passive devices within the link or channel other than cable, connectors, and splices, i.e. link attenuation does not include such devices as optical bypass switches, couplers, repeaters, or optical amplifiers.

F. All tests shall be documented including OLTS dual wavelength attenuation measurements and OTDR traces with event tables as well as OTDR maps.

1. Optionally, documentation shall also include optical length measurements and pictures of the connector end face.

1.3 QUALITY ASSURANCE

A. All testing procedures and field-test instruments shall comply with applicable requirements of:

1. ANSI Z136.2, ANS For Safe Use Of Optical Fiber Communication Systems Utilizing Laser Diode And LED Sources
2. ANSI/TIA 526 14-C, Optical Power Loss Measurement of Installed Multimode Fiber Cable Plant with full OTDR descriptions
3. ANSI/TIA 526 7-A, Measurement of Optical Power Loss of Installed Single-Mode Fiber Cable Plant
4. TIA-TSB-4979, Practical Considerations for Implementation of Multimode Launch Conditions in the Field
5. ANSI/TIA-568.0-E, Generic Telecommunications Cabling for Customer Premises
6. ANSI/TIA-568.3-E, Optical Fiber Cabling and Components Standard
7. ANSI/TIA-606-D, Administration Standard for Commercial Telecommunications Infrastructure, including the requirements specified by the customer, unless the customer specifies their own labeling requirements

B. Trained technicians who have successfully attended an appropriate training program, which includes testing with an OLTS and an OTDR and have obtained a certificate as proof thereof shall execute the tests. These certificates may have been issued by any of the following organizations or an equivalent organization:

1. Manufacturer of the fiber optic cable and/or the fiber optic connectors.
2. Manufacturer of the test equipment used for the field certification or representative.
3. Training organization e.g. BICSI

C. The Owner or the Owner’s representative shall be invited to witness and/or review field-testing.

1. The Owner or the Owner’s representative shall be notified of the start date of the testing phase five (5) business days before testing commences.
2. The Owner or the Owner’s representative will select a random sample of 5% of the installed links. The Owner or the Owner’s representative shall test these randomly selected links and the results are to be stored in accordance with Part 3 of this document. The results obtained shall be compared to the data provided

by the installation contractor. If more than 2% of the sample results differ in terms of the pass/fail determination, the installation contractor under supervision of the representative shall repeat 100% testing at no cost to the Owner.

1.4 SUBMITTALS

A. Manufacturers catalog sheets and specifications for fiber optic field-test instruments including optical loss test sets (OLTS; power meter and source), optical time domain reflectometer (OTDR) and video microscope for the equipment used on this project.

B. A schedule (list) of all optical fibers to be tested.

C. Sample test reports.

1.5 ACCEPTANCE OF TEST RESULTS

A. Unless otherwise specified by the Owner or the Owners representative, each cabling link shall be in compliance with the following test limits:

1. Optical loss testing
    a. Multimode and Singlemode links
        1) The link attenuation shall be calculated by the following formulas as specified in ANSI/TIA-568.3-E.
            a) Link Attenuation (dB) = Cable_Attn (dB) + Connector_Attn (dB) + Splice_Attn (dB)
            b) Cable_Attn (dB) = Attenuation_Coefficient (dB/km) * Length (Km)
            c) Connector_Attn (dB) = number_of_connector_pairs * connector_loss (dB)
            d) Maximum allowable connector_loss = 0.75 dB
            e) Use of Reference Grade connectors in Test Reference Cords. *Test Reference Cords shall use Reference Grade connectors and the mated loss budget value (first and last) for these cords for Multimode shall be 0.30 dB and for Single-Mode shall be 0.50 dB.*
            f) Splice_Attn (dB) = number_of_splices * splice_loss (dB)
            g) Maximum allowable splice_loss = 0.3 dB
            h) The values for the Attenuation_Coefficient (dB/km) are listed in the table below:

Type of Optical Fiber	Wavelength (nm)	Attenuation coefficient (dB/km)	Wavelength (nm)	Attenuation coefficient (dB/km)
Multimode 62.5/125 µm	850	3.5	1300	1.5
Multimode 50/125 µm	850	3.0	1300	1.5
Single-mode (OS2)	1310	0.5	1550	0.5

2. OTDR testing
    a. Reflective events (connections) shall not exceed:

1) 0.75 dB in optical loss when bi-directionally averaged
2) -35 dB Reflectance for multimode connections
3) -40 dB reflectance for UPC singlemode connections
4) -55 dB reflectance for APC singlemode connections

b. Non-reflective events (splices) shall not exceed 0.3 dB.

3. Magnified end face inspection
   a. Fiber connections shall be visually inspected to IEC 61300-3-35 Edition 1.0 for end face quality.
   b. Scratched, pitted or dirty connectors shall be diagnosed and corrected.

B. All installed cabling links and channels shall be field-tested and pass the test requirements and analysis as described in Part 3. Any link or channel that fails these requirements shall be diagnosed and corrected. Any corrective action that must take place shall be documented and followed with a new test to prove that the corrected link or channel meets performance requirements. The final and passing result of the tests for all links and channels shall be provided in the test results documentation in accordance with Part 3.

C. Acceptance of the test results shall be given in writing after the project is fully completed and tested in accordance with Contract Documents and to the satisfaction of the Owner.

Note: High Bandwidth applications such as 10GBASE-SR, FC1200, and 40GBASE-SR4 impose stringent channel loss limits. Where practical, certification should consider loss length limits that meet maximum channel (transmitter to receiver) loss. 0.75 dB per connector pair loss may not support the intended application.

D. Performance specification for multimode fiber links at 850 nm.

Fiber Type		Bandwidth	10GBASE-SR		FibreChannel 1200-MX-SN-I		40GBASE-SR4	
	µm	(MHz• Km)	Length (m)	Loss (dB)	Length (m)	Loss (dB)	Length (m)	Loss (dB)
OM1	62.5	200	33	2.5	33	2.4	N/A	N/A
OM2	50	500	82	2.3	82	2.2	N/A	N/A
OM3	50	2000	300	2.6	300	2.6	100	1.9
OM4	50	4700	400	2.9	N/A	N/A	150	1.5
OM5	50	4700	400	2.9	N/A	N/A	150	1.5

PART 2 - PRODUCTS

2.1 OPTICAL FIBER CABLE TESTERS

A. The field-test instrument shall be within the calibration period recommended by the manufacturer and a copy of the calibration certificate made available.

B. Optical loss test set (OLTS)

1. Multimode optical fiber light source
   a. Provide dual LED light sources with central wavelengths of 850 nm and 1300 nm. VCSEL sources are not permitted per ANSI/TIA-526-14-C.
   b. Output power of –20 dBm minimum.
   c. The launch shall meet the Encircled Flux launch requirements of ANSI/TIA 526-14-C.
   d. The test reference cords must demonstrate an insertion loss ≤ 0.15 dB when mated against each other, and this test shall be stored and delivered with the other test results.
   e. Acceptable manufacturers
      1) Fluke Networks

2. Singlemode optical fiber light source
   a. Provide dual laser light sources with central wavelengths of 1310 nm and 1550 nm.
   b. Output power of –10 dBm minimum.
   c. The test reference cords must demonstrate an insertion loss ≤ 0.25 dB when mated against each other, and this test shall be stored and delivered with the other test results.
   d. Acceptable manufacturers
      1) Fluke Networks

3. Power Meter
   a. Provide 850 nm, 1300 nm, 1310 nm, and 1550 nm wavelength test capability.
   b. Power measurement uncertainty of 0.25 dB.
   c. Store reference power measurements.
   d. Save at least 10,000 results to internal memory.
   e. PC interface (USB).
   f. Acceptable manufacturers
      1) Fluke Networks

4. Optional length measurement
   a. It is preferable to use an OLTS that is capable of measuring the optical length of the fiber using time-of-flight techniques.

C. Optical Time Domain Reflectometer (OTDR)

1. Shall have a bright, color LCD display with backlight.
2. Shall have rechargeable Li-Ion battery for 8 hours of normal operation.
3. Weight with battery and module of not more than 4.5 lb and volume of not more 200 in³.
4. Internal non-volatile memory with capacity for storing at least 2,000 OTDR bi-directionally tested fiber links.
5. USB port to transfer data to a PC or thumb drive/memory stick.
6. Multimode OTDR
   a. Wavelengths of 850 nm and 1300 nm.
   b. Event dead zones not to exceed 0.7 m at 850 nm and 1300 nm.

c. Attenuation dead zones not to exceed 2.5 m at 850 nm and 4.5 m at 1300 nm.
d. Distance range not less than 9,000 m.
e. Dynamic range at least 28 dB for 850 nm and 30 dB at 1300 nm.
f. Allow bi-directional testing without moving the OTDR to the far end.
g. Perform on-board bi-directional averaging.

7. Singlemode OTDR
   a. Wavelengths of 1310 nm and 1550 nm.
   b. Event dead zones not to exceed 0.6 m at 1310 nm and 1550 nm.
   c. Attenuation dead zones not to exceed 3.7 m at 1310 nm and 1550 nm.
   d. Distance range not less than 80 km at 1310 nm and 130 km at 1550 nm.
   e. Dynamic range at least 32 dB for 1310 nm and 30 dB at 1550 nm.
   f. Allow bi-directional testing without moving the OTDR to the far end.
   g. Perform on-board bi-directional averaging.

8. Acceptable manufacturers
   a. Fluke Networks

D. Fiber Microscope

1. Field of view 420 µm x 320 µm
   a. Video camera systems are preferred.
   b. Camera probe tips that permit inspection through adapters are required.
   c. Test equipment shall be capable of saving and reporting the end face image to IEC 613003-3-35.

2. Acceptable manufacturers
   a. Fluke Networks

E. Integrated OLTS, OTDR and fiber microscope

1. Test equipment that combines into one instrument an OLTS, an OTDR and a fiber microscope may be used.
2. Acceptable manufacturers
   a. Fluke Networks

2.2 IDENTIFICATION

A. Labels

1. Shall meet the legibility, defacement, exposure and adhesion requirements of UL 969.
2. Shall be preprinted using a mechanical means of printing (e.g., laser printer).
3. Where used for cable marking, provide vinyl substrate with a white printing area and a clear “tail” that self laminates the printed area when wrapped around the cable. If cable jacket is white, provide cable label with printing area that is any other color than white, preferably orange or yellow – so that the labels are easily distinguishable.

4. Where insert type labels are used provide clear plastic cover over label.
5. Provide plastic warning tape 6 inches wide continuously printed and bright colored 18” above all direct buried services, underground conduits and duct-banks.
6. Acceptable Manufacturers:
    a. Panduit
    b. Silver Fox
    c. W.H. Brady
    d. d-Tools
    e. Brother
    f. Dymo
    g. Epson

2.3 ADMINISTRATION

A. Administration of the documentation shall include test results of each fiber link and channel.

B. The test result information for each link shall be recorded in the memory of the field-test instrument upon completion of the test.

C. The test result records saved within the field-test instrument shall be transferred into a Windows™-based and/or cloud-based database utility that allows for the maintenance, inspection and archiving of these test records.

PART 3 - EXECUTION

3.1 GENERAL

A. All tests performed on optical fiber cabling that use a laser or LED in a test set shall be carried out with safety precautions in accordance with ANSI Z136.2.

B. All outlets, cables, patch panels and associated components shall be fully assembled and labeled prior to field-testing. Any testing performed on incomplete systems shall be redone on completion of the work.

3.2 OPTICAL FIBER CABLE TESTING

A. Field-test instruments shall have the latest software and firmware installed.

B. Link and channel test results from the OLTS and OTDR shall be recorded in the test instrument upon completion of each test for subsequent uploading to a PC and/or a cloud-based service in which the administrative documentation (reports) may be generated.

C. Fiber end faces shall be inspected using a video scope with a field of view not less than 425 µm x 320 µm.

1. It is preferable that the end face images be recorded in the memory of the test instrument for subsequent uploading to a PC and reporting.

D. Testing shall be performed on each cabling segment (connector to connector).

E. Testing shall be performed on each cabling channel (equipment to equipment) that is planned for use per the owner's instructions.

F. Testing of the cabling shall be performed using high-quality test reference cords of the same core size as the cabling under test, terminated with reference grade connectors. Reference grade connectors are defined as having a loss not exceeding 0.1 dB for multimode and 0.2 dB for singlemode. The test reference cords for OLTS testing shall be between 2 m and 5 m in length. The length of the launch and tail fibers for multimode OTDR testing shall be at a least 100 m (328 ft.). For singlemode, the length of the launch and tail fibers will depend on the link under test. As a guide, the following table can be used for determining the length of the launch and tail fibers.

Maximum Length of Link (km)		Typical Pulse Width (ns)	Minimum Launch and Tail Cord Length (m)
1310 nm	1550 nm only		
0 to 35	0 to 50	≤ 1,000	130
35 to 45	50 to 65	3,000	400
45 to 50	65 to 75	10,000	1,000
≥ 50	≥ 75	20,000	2400

G. Optical loss testing

1. Horizontal/Backbone link
   a. Multimode links shall be tested in one direction at 850 nm and 1300 nm in accordance with ANSI/TIA-526-14-C, one-cord reference method, with an Encircled Flux compliant launch.
   b. Singlemode backbone links shall be tested in one direction at 1310 nm and 1550 nm in accordance with ANSI/TIA-526-7-A, Method A.1 (One-cord reference method).
   c. Link attenuation does not include any active devices or passive devices other than cable, connectors, and splices, i.e. link attenuation does not include such devices as optical bypass switches, couplers, repeaters, or optical amplifiers.

H. OTDR Testing

1. Fiber links shall be tested at these wavelengths for anomalies and to ensure uniformity of cable attenuation, connector insertion loss and reflectance.
   a. Multimode: 850 nm and 1300 nm.
   b. Singlemode: 1310 nm and 1550 nm.

2. Each fiber link and channel shall be tested in both directions.
   a. The launch and tail fibers shall remain in place for the measurement in the opposite direction – failing to do so will result in an increase in measurement uncertainty.

b. The use of a loop back fiber at the far end with a tail fiber at the near end on the adjacent fiber is permitted for bi-directional testing, so long as the OTDR is able to split the trace automatically into two traces for the two fibers under test.

3. A launch cable shall be installed between the OTDR and the first link connection.
4. A tail cable shall be installed after the last link connection.

I. Magnified End face Inspection

1. Fibers shall be inspected using a video scope with a minimum field of view 425 µm x 320 µm to IEC 61300-3-35 Edition 1.0. The following test limits shall be used:
   a. Multimode connectors; Table 6 of IEC 61300-3-35 Edition 1.0
   b. Singlemode field polished connectors; Table 5 of IEC 61300-3-35 Edition 1.0
   c. Singlemode factory polished connectors; Table 3 of IEC 61300-3-35 Edition 1.0
   d. Angled Physical Contact (APC) connectors; Table 4 of IEC 61300-3-35 Edition 1.0

J. Length Measurement

1. The length of each fiber shall be recorded.
2. It is preferable that the optical length be measured using an OLTS or OTDR.

K. Polarity Testing

1. Paired duplex fibers in multi-fiber cables shall be tested to verify polarity in accordance with Clause E.5.3 of ANSI/TIA-568.3-E. The polarity of the paired duplex fibers shall be verified using an OLTS.

3.3 IDENTIFICATION

A. Labeling

1. Labeling shall conform to the requirements specified within ANSI/TIA-606-D or to the requirements specified by the Owner or the Owner's representative.

3.4 ADMINISTRATION

A. Test results documentation

1. The database for the complete project shall be stored and delivered in PDF Format prior to Owner acceptance of the building.
2. The test results documentation shall be available for inspection by the Owner or the Owner's representative during the installation period and shall be passed to the Owner's representative within 5 working days of completion of tests on

cabling served by a telecommunications room or of backbone cabling. The installer shall retain a copy to aid preparation of as built information.

3. The database for the complete project, including twisted-pair copper cabling links, if applicable, shall be stored and delivered in an electronic format or, preferably through a cloud-based service, prior to Owner acceptance of the building in the original format used by the cabling vendors' software.
4. Circuit IDs reported by the test instrument should match the specified label ID (see 3.3 of this Section).
5. The detailed test results documentation data is to be provided in an electronic database for each tested optical fiber and shall contain the following information
    a. The identification of the customer site as specified by the end-user.
    b. The name of the test limit selected to execute the stored test results.
    c. The name of the personnel performing the test.
    d. The date and time the test results were saved in the memory of the tester.
    e. The manufacturer, model and serial number of the field-test instrument.
    f. The version of the test software and the version of the test limit database held within the test instrument.
    g. The fiber identification number.
    h. The length for each optical fiber.
    i. The index of refraction used for length calculation when using length capable OLTS.
    j. The backscatter coefficient of the fiber under test when using an OTDR.
    k. Test results to include OLTS attenuation link and channel measurements at the appropriate wavelength(s) and the margin (difference between the measured attenuation and the test limit value).
    l. Test results to include OTDR link and channel traces, event tables at the appropriate wavelength(s) and a map of the link tested.
    m. The length for each optical fiber as calculated by the OTDR.
    n. The overall Pass/Fail evaluation of the link-under-test for OLTS and OTDR measurements
    o. Optional
        1) A picture or image of each fiber end-face
        2) A pass/fail status of the end-face using IEC 61300-3-35 Edition 1.0

B. Record copy and as-built drawings

1. Provide record copy drawings periodically throughout the project as requested by the Construction Manager or Owner, and at end of the project on CD/DVD. Record copy drawings at the end of the project shall be in CAD format and include notations reflecting the as built conditions of any additions to or variation from the drawings provided such as, but not limited to cable paths and termination point. CAD drawings are to incorporate test data imported from the test instruments.
2. The as built drawings shall include, but are not limited to block diagrams, frame and cable labeling, cable termination points, equipment room layouts and frame installation details. The as built shall include all field changes made up to construction completion:
    a. Field directed changes to pull schedule.
    b. Field directed changes to cross connect and patching schedule.
    c. Horizontal cable routing changes.

d. Backbone cable routing or location changes.
e. Associated detail drawings.

END OF SECTION 271800

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SECTION 282300 - VIDEO SURVEILLANCE

PART 1 - GENERAL

1.1 SECTION OVERVIEW

A. Contractor's Responsibility

1. Unless otherwise provided in the Drawings and Specifications, the Contractor shall provide and pay for all labor, materials, equipment, tools, utilities, construction equipment and machinery, transportation and other facilities and services necessary for the proper execution, operation and completion of the Work.

B. Specification Language

1. Specifications and notes are written in imperative and abbreviated form. Imperative language of the technical specifications is directed at the Contractor, unless specifically noted otherwise.

C. Drawings and Specifications

1. Contractor shall carefully study the Drawings and Specifications, and shall at once report any error, unforeseen circumstances, inconsistency or omission they may discover.

D. Intent and Correlation

1. The intent of the Project Drawings and Specifications is to include all items necessary for the proper execution and completion of the Work.
2. The Project Drawings and Specifications are complementary, and what is required by anyone shall be as binding as if required by both.

1.2 SUMMARY

A. Section Includes:

1. IP Cameras
2. Network Video Recorder Hardware
3. Network Interface

1.3 REFERENCES

A. NFPA 70 - National Electrical Code

B. IBC 2021

1.4 SYSTEM DESCRIPTION

A. System Requirements

B. Project Design

1. The Project Drawings represent approximate equipment locations. Contractor shall provide system work as required, including:
   a. Conduit layout and sizing.
   b. Wire and cable layout and sizing.
   c. Point-to-point wiring and equipment hook-up information.
   d. Equipment mounting details.
   e. Other detailed work required.

2. Contractor's work shall conform to all applicable codes and ordinances. All electrical design, including the sizing and placement of conduit, raceways and conductors, shall be in accordance with IBC 2021 and NFPA 70: National Electrical Code unless local codes establish more stringent requirements.
3. Contractor's work is subject to review and approval by the Project Manager.
4. Miscellaneous:
   a. Cabling shall be provided by Division 27 contractor.
   b. Provide complete "as-built" documentation.
   c. Other Work as defined within the Project Drawings and Specifications.

C. Performance Requirements

1. Key System Characteristics and Features. The NVR system shall provide the following design and performance attributes:
   a. The NVR shall offer an IP-based video surveillance solution. The NVR shall allow for camera and video encoder configuration and viewing of live video from industry standard IP cameras.
   b. The NVR platform shall be a rack-mountable fixed station for accepting all power, camera, network and other wiring connections.
   c. The system shall provide extensive networking features for efficient system access and management, and for advanced control of the video data being captured and transmitted over the user network. Control shall include managing the requirements for and usage of network bandwidth resources.
   d. The NVR shall support event-based recording and/or shall record continually 24 hours a day. The amount of local online storage that is available for playback from the NVR shall be dependent on the size of the hard drive in the NVR or other storage medium as well as the individual camera configuration (Frame Rate, Resolution, and Compression, Brightness, Contrast) and number of cameras.
   e. The NVR shall support Multicast-streaming technology whereby, once one user has requested a live video stream other system users shall be able to view the same video stream without opening a separate connection.
   f. The NVR shall support event-based recording and/or shall record continually 24 hours a day. The amount of local online storage that is available for playback from the NVR shall be dependent on the size of the hard drive in the NVR or other storage medium as well as the individual camera configuration (Frame

Rate, Resolution, and Compression, Brightness, Contrast) and number of cameras.

g. The NVR shall support Multicast-streaming technology whereby, once one user has requested a live video stream other system users shall be able to view the same video stream without opening a separate connection. Multicast streaming technology helps limit the amount of bandwidth required for system operation/monitoring.
h. The NVR main storage medium shall be a digital hard drive. All video information can be stored on the NVR internal hard drive for immediate playback. The hard drive shall work in a FIFO (First In First Out) mode to allow new video clips to overwrite old clips. The NVR shall be able to be configured to only store video for a user-definable number of days. This must be 30 days minimum. Any recorded video older then the user-defined number of days shall not be available for either play back or viewing. The NVR solution shall enable enterprise-wide, networked, multi-user access to all system resources via a wide range of options for connectivity with the existing LAN.
i. The NVR shall connect to the network. Various types of network architectures shall be supported including10/100/1000 Ethernet.
j. The user interface shall provide advanced features such intelligent Video Motion Detection, integrated image enhancement features, advanced video search features that do not affect on-going video recording, authentication capabilities for the secure export of video clips, flexible pre and post alarm caching/recording capabilities, audio and all other aspects of system configuration and control.
k. The NVR shall support unidirectional and, if supported by the camera or video encoder, synchronized audio recording through cameras or video encoder that support this option. The ability to record synchronized audio and video shall be enabled through and stored in the NVR. The audio shall be available for both recorded video and live video playback.
l. The audio shall be exclusively available for recording purposes. The SMS shall support audio protocols such as G.711.
m. The system shall offer a 1-year comprehensive warranty.

2. The NVR units shall capture, digitize and compress the video on all enabled inputs. Once compressed, the unit shall either distribute the compressed data to any number of viewers on the network that have access to it, and/or shall store the compressed data to the available internal and/or external hard disc drives. The unit shall manage its own hard drive space using a FIFO (first in, first out) mechanism by deleting the oldest stored video to make room for the newest video. The unit shall simultaneously handle recording, retrieving, and live distribution of video. The units shall be capable of operating in continuous record mode, event driven record mode, scheduled record mode or motion detection record mode.
3. System Security
   a. The NVR units shall allow for the use of password authentication to prevent unauthorized access to the NVR. When password authentication is enabled, the NVR unit shall allow for a unique password.
   b. The network administrator shall be able to access all NVR units that are visible on the network. Each individual NVR unit shall keep a log of any user access to the unit. The log shall be retrievable remotely by an administrator, but no user will be able to remove entries from, or in any way alter, the log. The log shall be maintained automatically by removing entries that are six months old. It shall be

an option to copy and save the report to a text-formatted file for import into a third party application. It shall be an option to print the report.

4. System Management
   a. All of the NVR units on the network, regardless of type, shall be capable of being managed centrally from the Security Management System. All systems shall be capable of being managed by a single, consistent user interface application.
   b. Reports on systems use, problems, and alarms shall be capable of being printed. Reports shall also be capable of being copied or saved for importing into third party applications.

5. Alarm Cut Detection
   a. The NVR units shall constantly monitor all enabled alarm inputs for cuts or breaks in the wire and provide notification on detection.

6. Video Capture
   a. Individual NVRs shall be available in models supporting at least 30 frames per second.
   b. The NVR shall support MJPEG, MPEG-4, and H.264 video formats.
   c. The NVR shall support formats simultaneously on the same system. The NVR shall support multiple video resolutions. These resolutions will mega-pixel resolutions. These resolutions shall be dependent on the network enabled video device.
   d. During playback of video, the authorized System Operator shall be able to start and stop playback. This operation shall not affect any other operation.

7. Video Loss Detection
   a. The NVR units shall constantly supervise all enabled video inputs for a sync signal and optionally, if enabled, notify the administrator of signal loss.

8. Storage
   a. Provide (1) new additional NVR to be added to the existing (3) NVR cluster located in the main terminal in the police TR.
   b. Each NVR shall have at a minimum up to 4 internal hard disc drives with 64 terabytes of hard disk storage configured in a RAID 6 array having a capacity to support the number of cameras at a 10 FPS rate and 30 days of storage. No system (NVR) software shall reside on any of these hard drives, thereby avoiding any reduction in video storage capacity.
   c. The NVR units shall contain no removable media for off-line storage.
   d. Configurable parameters for altering storage duration shall include:
      1) Display size
      2) Frame rate
      3) Video quality settings (most detailed, more detailed, medium, more compressed, most compressed)
      4) Recording period (event driven, scheduled or motion detected)

   e. All video shall be stored at the NVR unit (through internal storage using a RAID 6 hard drive configuration) and only be delivered over the network when either the recorded video is searched and retrieved or if live video is requested.

f. The NVR main storage medium shall be a digital hard drive. All video information can be stored on the NVR internal hard drive for immediate playback. The hard drive shall work in a FIFO (First In First Out) mode to allow new video clips to overwrite old clips. The NVR shall be able to be configured to only store video for a user-definable number of days. This must be 30 days minimum. Any recorded video older than the user-defined number of days shall not be available for either play back or viewing.

9. Recorded Information
   a. The information recorded on the NVR units shall consist of the following data:
      1) compressed video
      2) time stamp consisting of date and time with millisecond resolution

   b. associated event information

10. Recorded Format
    a. Compressed video from all cameras shall be stored in such a way that it is independently retrievable.

11. Continuous Recording
    a. The NVR units shall be capable of recording continuously on each video input.

12. Scheduling
    a. The NVR unit shall be capable of executing any number of internal recording schedules defined by the administrator. Schedules shall be remotely configurable and control the following actions:
       1) recording (any combination of cameras for any duration from 30 seconds to 30 days)

    b. access to live video (during specified periods)

13. Live Video Viewing
    a. The NVR viewing application shall be capable of displaying up to 16 video windows simultaneously with video from up to 4 different NVR units. Live video windows shall be able to co-exist with playback windows on the same screen from within the same application. As new video windows are displayed, the existing windows shall auto-format to allow for the new window. Each video/audio window shall have independent control and all windows shall be capable of being linked together and controlled simultaneously. Each video/audio window shall be capable of performing an instant replay of selected duration by simply using a slider control to move back in time. If audio is associated with the selected window there shall be a set of controls to adjust the volume or mute the audio.

14. Video Image Settings
    a. The video window shall support image controls for brightness, contrast, saturation and hue levels to customize the appearance of video in the active display window. Recorded video is in no way altered by these controls, however, printed or saved still images can be image enhanced.

15. Search and Retrieval of Recordings

a. Searching and retrieving video and from the NVR unit shall be done as a single operation.
b. Recorded video shall be searchable by:
    1) Selecting the camera of interest and entering a specific point in time

c. The search function shall allow multiple NVR locations to be specified. The search function shall allow any duration of video to be retrieved.

16. Playback Viewing
    a. The retrieved video shall be displayed automatically in a window. The playback windows shall be capable of being displayed alongside the live video windows. A date/time stamp shall appear with the video being displayed and shall be updated for each frame that is displayed.

17. Playback Controls
    a. When a playback window is selected, the following controls shall be made available to control the playback of the video:
        1) play – forward and reverse
        2) pause
        3) single frame – forward and reverse.

    b. The play speed shall be capable of being changed to 2x, 4x, 8x, and 16x normal speed. The recorded video shall be capable of being quickly navigated using a shuttle search (slide bar) or similar. Video frames shall be displayed while the slide bar is being moved to assist in finding the frame of interest. The video shall be capable of being viewed in a continuous playback loop.

18. Time Ruler
    a. For navigation through a video clip, the operator shall be able to use a slide bar or similar. The video image shall update while the slide bar is being moved. To change the time resolution for more accurate navigation, the time ruler shall be capable of being zoomed in or out.

19. Video Image Copy
    a. An image from a live or playback window shall allow copying to the clipboard and pasting into any compatible third party application, including image enhancement, email, or word processing packages. The copied information shall include both video and associated text (location, camera, time, date, and event information).

20. Video Image Print
    a. An image from a window, live or recorded, shall be capable of being printed to any network-connected printer. The printed image shall have the associated text (location, camera, time, and date) printed on the same page.

21. Video Image Save
    a. An image from a window, live or recorded, shall be capable of being saved in either JPEG or better format. The printed image shall have the associated text (location, camera, time, date, and event information) saved in the same file.

22. Authentication/Continuity of Evidence
    a. The process followed for the storage and retrieval of recorded video and audio shall be capable of being documented and have a tamperproof audit trail in place to ensure the process has been followed. The exported video recording shall be capable of being stored on read-only media as an .AVI file. Any saved video clip shall be sealed with a digital signature, which can be verified, by any of the associated viewing applications. A thin-client application shall be freely available (e.g., downloadable over the internet) as a royalty free tool with which third parties may play back such video clips.

1.5 SUBMITTALS

A. Product Data

1. Product Data: For each type of product used on this project, provide cut sheet with highlighted part number of product. A separate submittal is required for each specification section. Do not combine or merge specification sections.

B. Procedures

1. Provide submittals as required by project.

C. Shop Drawings

1. Provide General Shop Drawings for camera locations.
2. Provide other Shop Drawings only if specifically requested.

D. Manufacturers Installation and Programming Instructions

1. Provide Manufacturers Installation and Programming Instructions as requested in the various Specification Sections.

E. Project Record Drawings

1. Definition: Project Record Drawings are drawings that completely record and document all aspects and features of the Work. (Also known as “as-built” drawings.)
2. The purpose of Project Record Drawings is to provide factual information regarding all aspects of the Work, to enable future service, modifications, and additions to the Work.
3. Project Record Drawings are an important element of this Work. Contractor shall accurately maintain Project Record Drawings throughout the course of this project. Project Record Drawings shall include documentation of all Work, including the documentation of existing equipment, wiring, conduits, and raceways that are to be reused in the Work.
4. Project Manager shall furnish Contractor with .DWG files for Contractor’s use in preparing Project Record Drawings.
5. Contractor shall maintain a working set of Project Record Drawings at the project site throughout the course of the Work. The working set shall be updated as the Work progresses.
6. Project Record Drawings shall accurately show the physical placement of the following:

7. Equipment and devices.
8. Conduit and raceways.
9. Junction and pull box locations.
10. Interfaces to external equipment.
11. Connections to power and telephone or other communications circuits.
12. Project Record Drawings shall show the physical placement of each device and conduit or aerial centerline, to be accurate to within one foot (1') of the nearest landmark. Where the site plan furnished by Project Manager conflicts with actual conditions, Contractor shall amend site plan as required. Indicate exact description of conduit runs (above ground, two-foot trench, along outside wall of building, etc.).
13. Project Record Drawings shall be available for inspection by Project Manager on a daily basis. Incomplete or inaccurate Project Record Drawings may be cause for delay of Contractor's payment.
14. Upon completion of Work, and prior to Final Acceptance, Contractor shall prepare and submit to Project Manager a final record set of Project Record Drawings in PDF format. This set shall consist of all data transferred from the working set, supplemented by Riser Diagrams and other information. The final record set of Project Record Drawings shall be drafted by a skilled draftsperson, under the supervision of Contractor. All final Project Record Drawings shall be provided to the Project Manager.

F. System Documentation

1. Definition: System Documentation is a complete collection of all installation, programming, operation, and maintenance manuals and work sheets relating to the equipment provided as part of the Work.
2. Contractor shall maintain a file of System Documentation at the project site throughout the course of the Work. Such file shall be updated with new information as equipment is received and installed. System Documentation shall be available for inspection by Project Manager on a daily basis.
3. Upon completion of Work, and prior to final completion, Contractor shall prepare and submit to Project Manager two (2) sets of System Documentation.

G. Closeout Submittals

1. Provide a set of as-built drawings and manuals to the Project Manager
   a. As-Built Drawings
   b. Mounting Details
   c. Product Data
   d. Installation Manuals
   e. Operating Manuals
   f. Maintenance/Service Manuals

2. Provide the Project Manager- with all programming sheets, as-built drawings, operating manuals, maintenance/repair manuals, and all programming sheets.

1.6 QUALITY ASSURANCE

A. Qualifications

1. Qualifications of Contractor
    a. Contractor: Company shall be an authorized Avigilon reseller of the product being bid on projects for minimum three (3) years. Company shall have experience on similar sized projects and scope with the same product being bid.

2. Supervision of Work
    a. Contractor shall employ a competent supervisor to be in responsible charge of the Work. Foreman shall be on the project site daily during the execution of the Work.
    b. Contractor's supervisor shall be a regular employee, principle, or officer of Contractor, who is thoroughly experienced in projects of a similar size and type. Contractor shall not use contract employees or Subcontractors as Foremen.

3. Qualifications of Technicians
    a. Technicians shall have current manufacturer's certifications. Provide proof of certifications with submittal.

1.7 WARRANTY

A. Contractor warrants that all Work furnished (material and labor) under this Contract will be of good quality, free from faults and defects, and in conformance with the Project Drawings and Specifications.

B. Contractor shall provide parts and labor guarantee on all Work. Unless otherwise specified herein, Contractor's guarantee shall be for a period of one year from date of final completion, except where any specific guarantees from a supplier or equipment manufacturer extends for a longer time.

C. Contractor's guarantee shall cover all costs associated with troubleshooting, repair, and replacement of defective Work, including costs of labor, transportation, lodging, materials, and equipment.

D. Guarantee shall not cover any damage to material or equipment caused by accident, misuse, unauthorized modification or repair by the Owner, or acts of god.

E. Contractor shall promptly respond to the Owner's requests for service during the guarantee period. Contractor shall provide repair service as soon as reasonably possible upon request from Owner, but in no case shall service response exceed 24 hours from time of request.

1.8 OWNER'S INSTRUCTIONS

A. Coordination with Owner

1. Contractor shall closely schedule and coordinate its activities with designated representatives.
2. Contractor shall provide user licensing for two (2) simultaneous users.
3. Contractor shall provide training to personnel on how to fully operate the system.

4. Contractor shall provide Project Manager with a work plan on a weekly basis. Such work plan will describe locations of intended activities, types of activities, and potential conflicts to facility operations.

PART 2 - PRODUCTS

2.1 GENERAL REQUIREMENTS

A. Contractor Responsibility

1. All products provided by shall be new and unused, and shall be of manufacturer's current and standard production.
2. Where two or more equipment items of the same kind are provided, all shall be identical and provided by the same manufacturer.
3. Drawings and Specifications indicate major system components, and may not show every component, connector, module, or accessory that may be required to support the operation specified. Contractor shall provide all components needed for complete and satisfactory operation.

B. Product Availability

1. Contractor, prior to submitting a proposal, shall determine product availability and delivery time, and shall include such considerations into the proposed Contract Time.
2. Certain products specified may only be available through factory-authorized dealers and distributors. Contractor shall verify his ability to procure the products specified prior to submitting a proposal.

C. Wire and Cable

1. Cabling is handled by Division 27 cabling contractor.
2. Exterior cameras with cabling runs exceeding 140' from the building shall be equipped with ethernet surge protectors.

2.2 GENERAL SYSTEM SPECIFICATIONS

A. The Contractor shall furnish all material and labor for a complete and operative Video Recording System including documentation, programming, and training. Provide (1) new additional NVR to be added to the existing (3) NVR cluster located in the main terminal in the police TR.

B. NVR Components

1. The Video Management System (VMS)
   a. The VMS shall be the application used by an operator responsible for viewing live video or for reviewing recorded video and shall be part of the SMS. Live video shall be displayed when the user selects the camera of interest and requests the associated video. If audio has been associated with the camera

then that audio shall also be heard. The VMS shall display up to 16 live or playback display windows at the same time. The VMS shall use the most recent available software version.

b. The VMS shall be able to search for Recorded video by:
   1) Selecting the camera of interest and entering a specific point in time.
   2) Scanning the video for motion in selected areas of the field of view.

c. Still video images shall also be extracted and:
   1) Transferred into third party applications for image enhancement or presentation purposes.
   2) Saved in JPEG format for email purposes.
   3) Printed to any network-connected printer.

2. Acceptable Manufacturers:
   a. Avigilon

C. Cameras

1. Camera Types
   a. Megapixel quality lenses are required for the entire camera line. Cameras shall be a minimum 8 megapixels per sensor.
   b. Cameras shall be color.
   c. Vandal resistant dome.
   d. Blower/heater for outdoor cameras.
   e. Powered by PoE.
   f. Support WDR technology.
   g. Provide Enterprise license for each camera.
   h. Refer to drawings for additional details.

2. Acceptable Manufacturers:
   a. Avigilon

3. Cabling by Division 27 Contractor.
4. Provide licensing for each camera.

2.3 ETHERNET SWITCH

A. Mud Wash Building: Provide (4) 1 gigabit LC SPF modules for existing Vigitron switch. (2) modules will be spares.

B. North Enclosure: Provide (2) Omnitron Systems surface mount ethernet switches ((1) part # 3119B-0-14-1W and (1) part # 3119B-0-24-1W). Provide (3) 1 gigabit LC SFP modules.

C. South Enclosure: Provide (1) Omnitron Systems surface mount ethernet switches ((1) part # 3119B-0-14-1W). Provide (1) 1 gigabit LC SFP modules.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Do not begin installation until substrates have been properly prepared.

B. Examine site conditions prior to installation. Notify Architect and Owner in writing if unsuitable conditions are encountered. Do not start installation until site conditions are acceptable.

C. If preparation is the responsibility of another installer, notify Architect in writing of deviations from manufacturer's recommended installation tolerances and conditions.

3.2 INSTALLATION

A. All components of the video management system shall be thoroughly tested before shipping to the project location.

B. Video management system shall be installed, programmed and tested in accordance with manufacturer's installation instructions.

1. Coordinate interfaces with Owner's representative where appropriate.
2. Provide backboxes, racks, connectors, supports, conduit, cable, and wire for a complete and reliable installation. Obtain Owner's approval for exact location of all boxes, conduit, and wiring runs prior to installation.
3. Install conduit, cable, and wire parallel and square with building lines, including raised floors areas. Do not exceed forty percent (40 percent) fill in conduits. Gather wires and tie to create an orderly installation.
4. Coordinate with other trades to provide proper sequencing of installation.

3.3 FIELD COMMISSIONING AND CERTIFICATION

A. Field Commissioning: Test video management system as recommended by manufacturer, including the following:

1. Conduct complete inspection and testing of equipment, including verification of operation with connected equipment.
2. Test devices and demonstrate operational features for Owner's representative and authorities having jurisdiction, as applicable
3. Correct deficiencies until satisfactory results are obtained.
4. Submit written copies of test results.

3.4 TRAINING

A. Conduct on-site system administrator and security/surveillance operator training, with the number of sessions and length of sessions as recommended by the video management system manufacturer. Training shall include administration, provisioning, configuration, operation, and diagnostics.

3.5 PROTECTION

A. Protect installed products until completion of project.

B. Touch up, repair or replace damaged products before Substantial Completion.

END OF SECTION 282300

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Part 15 - APPENDIX – FORMS

01-Affidavit of Amounts Paid DBE Participants
02-Certificate of Substantial Completion
03-Change Order
04-Concrete Pour Checklist
05-Construction Change Directive
06-Contractor's Certificate and Release – Prime
07-Contractor's Certificate and Release – Sub
08-Labor Standards Interview
09-Material Storage Certification
10-Letter of Award
11-Notice to Proceed
12-Resume Work
13-Suspend Work
14-Request for Staking
15-Work Change Directive

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AFFIDAVIT OF AMOUNTS PAID DBE PARTICIPANTS

CONTRACTOR		**ADDRESS:**
CITY:		**STATE:** **ZIP:** **DATE:**
STATE CONTRACT/AGREEMENT NO. JOB TITLE/DESCRIPTION:		
JOB TITLE/DESCRIPTION (cont.):		
CONTRACT BID PRICE: **$**		**DBE CONDITION OF AWARD:** **$**
DBE PARTICIPANT NAME AND ADDRESS:	**DESCRIPTION OF UTILIZATION:**	**AMOUNT PAID PARTICIPANTS**
AFFIDAVIT **I, the undersigned, do hereby certify that in connection with all work for the project for which this statement is submitted, each DBE participant contracted by me has been paid the amounts listed.**		**TOTAL DBE PARTICIPATION ACHIEVED:** **$**

SIGNATURE **TITLE**

SEAL

Subscribed and sworn before me this _____ day of _____, 20 ____

_____ Notary Public in and for the State of

_____ residing at _____

INSTRUCTIONS:

1. **Complete this form and have it notarize.**
2. **This form is required with the Final Request for Payment from the Prime Contractor on all projects.**

Blank Page

Certificate of Substantial Completion

Project:	Owner:	Owner's Contract No.:
Contract:		Date of Contract:
Contractor:		Engineer's Project No.:

This [tentative] [definitive] Certificate of Substantial Completion applies to:

☐ All Work under the Contract Documents: ☐ The following specified portions:

Date of Substantial Completion

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Project or portion thereof designated above is hereby declared and is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below.

A [tentative] [revised tentative] [definitive] list of items to be completed or corrected, is attached hereto. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

The responsibilities between OWNER and CONTRACTOR for security, operation, safety, maintenance, heat, utilities, insurance and warranties shall be as provided in the Contract Documents except as amended as follows:

☐ Amended Responsibilities ☐ Not Amended

Owner's Amended Responsibilities:

Contractor's Amended Responsibilities:

The following documents are attached to and made part of this Certificate:

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract Documents.

Executed by Engineer — Date

Accepted by Contractor — Date

Accepted by Owner — Date

Insert Punch List Here

Owner: City of Billings

Location: Billings, MT

Airport: Billings Logan International Airport Date: [date]

Contractor: [Name]
[Address]
[City, State Zip]

CHANGE ORDER # ONE (1)

Engineer's Project No. [enter #]
FAA No. [enter #] DOT No. [enter #]
Project: [enter #]

It has been determined necessary and in the best interest of the Owner to modify certain portions of the Project above and the Contract Dated [date] and in accordance with the Specifications. The following Changes are hereby agreed to as follows

Item No.	Description	Unit	Unit Price	Quantity Increase	Quantity Decrease	Dollars Increase	Dollars Decrease
1						0.00	0.00
2						0.00	0.00
3						0.00	0.00
4						0.00	0.00
						0.00	0.00
	Subtotal					$0.00	$0.00
	Total Net Change in Contract Amount					**$0.00**	

Reason for Change:

1
2

ORIGINAL CONTRACT AMOUNT	$0.00
PREVIOUS CHANGE ORDER AMOUNT	$0.00
CONTRACT AMOUNT ADJUSTED BY PREVIOUSLY APPROVED CHANGE ORDERS	$0.00
ADJUSTMENT THIS CHANGE ORDER	$0.00
FINAL CONTRACT AMOUNT	$0.00

Where changes involve items other than established contract items at established contract unit prices, supply breakdown of new agreed costs on additional sheets and attached hereto.
By reason of the above Changes, it is agreed the total stipulated contract time shall be INCREASED by 00 calendar days.

The Changes above listed are hereby accepted:

Approved: CITY OF BLGS-DEPT. OF AVIATION
Owner

By: _____
Representative Title

Engineer
Morrison-Maierle, Inc.

By: _____
Representative Title

Approved: CITY OF BILLINGS
Owner

By: _____
Representative Title

Contractor
[Name]

By: _____
Representative Title

CONCRETE POUR CHECKLIST FORM

Form Requirements:

1 - Contractor to complete this form in triplicate for each concrete pour. No concrete shall be poured without a completed Concrete Pour Checklist Form.
2 - Following Contractor's completion of pour preparation, this form to be filled out where applicable by Contractor and issued to Engineer a minimum of 24-hours prior to time of desired pour.
3 - Engineer to complete his inspection and return 1 copy to Contractor within 24 hours of the time of receipt.
4 - Concrete ordered prior to approval of the Engineer's inspection of the work shall be at the Contractor's risk.

Project: _____

Contractor: _____

Concrete Sub-Contractor: _____

Concrete Supplier: _____

Concrete Mix: _____

Received by Engineer: _____ / _____
(Time / Day) (Engineer's Signature)

Pour Description: _____

Volume of Pour: _____ CY

Time of Desired Pour: Date: _____ Hour: _____

Pour Checklist	Contractor (Initial when complete)	Engineer (Initial when approved)	Comments
Subgrade: Compaction			
Gravel			
Forms: Dimensions			
Grade			
Rebar/Mesh			
Imbeds			
Pre-formed Joint Filler			
Other: (specify)			
Blankets Required (Yes/No)			
Curing Compounds (Yes/No)			

Signature that pour is ready for inspection: _____
(Contractor)

Authorization for pour: _____ / _____
(Time/Day) (Engineer's Signature)

Blank Page

Construction Change Directive
Directive No. _____(_)

Project Name:	Owner's Project No. (if applicable):	
Project Owner:	Regulatory Agency Project No. (if applicable):	
MMI Project No.	Initiated by: [ ] Engineer [ ] Contractor [ ] Owner	Date:
Contractor:		

Attention:
You are hereby directed to make the following change(s) in this contract.
[X] A breakdown of cost SHALL be attached.
[X] Work shall not commence until authorized by the Owner.

Description of the Change:

Justification:

By _____

(Engineer)

All work shall be in accordance with the terms, stipulations, and condition s of the original Contract Documents. If the work herein provided for is Approved by Change Order, the time of completion will be:

[ ] Increased [ ] Decreased [ ] Unchanged

This change will: [ ] Add [ ] Deduct [ ] No Change

_____
Prime Contractor:

Signature by the Contractor indicates the Contractor's agreement with the proposed adjustments in Contract Sum and Contract Time set forth in the Construction Change Directive.

Date _____

MMI Recommendation:
[ ] Recommend Acceptance
[ ] Do Not Recommend Acceptance

_____
By: (Engineer)

_____
Date:

Owner's Action:
[ ] Accepted [ ] Not Accepted

_____
By: Owner

When signed by the Owner and Engineer and received by the Contractor, this document becomes effective IMMEDIATELY as a Construction Change Directive (CCD), and the Contractor shall proceed with the change(s) described above.

Date _____

Blank Page

CONDITIONAL WAIVER AND RELEASE

UPON FINAL PAYMENT

(Prime Contractor to Owner)

Upon receipt by the undersigned of checks from _____ [Owner], in the sum of $_____ payable to _____ [Prime-contractor] and when the check has been properly endorsed and has been paid by the bank upon which it is drawn, this document shall become effective to release any mechanic's lien, stop notice, or bond right the undersigned and its subcontractor, materialman, suppliers, manufacturers and dealers for all labor, equipment and material used or furnished by each on the work on the job for _____ [project owner] located at _____ _____ [project description and location] to the following extent:

This release covers final payment for labor, services, equipment, or materials furnished to _____ [project owner] through _____ _____ [date] only and does not cover any items furnished after said date, nor disputed claims for additional work in the amount of $_____.

Before any recipient of this document relies on it, said party should verify evidence of payment to the undersigned.

_____
Prime Contractor

_____
Signature

_____
Typed Name/Title

_____
Date of Signature

Address:

_____

_____

_____
Prime Contractor

Blank Page

CONDITIONAL WAIVER AND RELEASE

UPON FINAL PAYMENT

(Subcontractor, Materialman, Suppliers, Manufacturers and Dealers to Prime Contractor)

Upon receipt by the undersigned of checks from _____ [Prime Contractor], in the sum of $_____ payable to _____ _____ [sub-contractor/supplier] and when the check has been properly endorsed and has been paid by the bank upon which it is drawn, this document shall become effective to release any mechanic's lien, stop notice, or bond right the undersigned and its subcontractor, materialman, suppliers, manufacturers and dealers for all labor, equipment and material used or furnished by each on the work on the job for _____ [project owner] located at _____ _____ [project description and location] to the following extent:

This release covers final payment for labor, services, equipment, or materials furnished to _____ [project owner] through _____ _____ [date] only and does not cover any items furnished after said date, nor disputed claims for additional work in the amount of $_____.

Before any recipient of this document relies on it, said party should verify evidence of payment to the undersigned.

_____
Subcontractor/Supplier

_____
Signature

_____
Typed Name/Title

_____
Date of Signature

Address:

_____

_____

_____
Subcontractor/Supplier

Blank Page

LABOR STANDARDS INTERVIEW

CONTRACT NUMBER	EMPLOYEE INFORMATION		
	LAST NAME	FIRST NAME	MI
NAME OF PRIME CONTRACTOR			
	STREET ADDRESS		
NAME OF EMPLOYER			
	CITY	STATE	ZIP CODE
SUPERVISOR'S NAME			
LAST NAME / FIRST NAME / MI	WORK CLASSIFICATION	WAGE RATE	

ACTION	CHECK BELOW YES	NO
Do you work over 8 hours per day?		
Do you work over 40 hours per week?		
Are you paid at least time and a half for overtime hours?		
Are you receiving any cash payments for fringe benefits required by the posted wage determination decision?		

WHAT DEDUCTIONS OTHER THAN TAXES AND SOCIAL SECURITY ARE MADE FROM YOUR PAY?

	TOOLS YOU USE	
HOW MANY HOURS DID YOU WORK ON YOUR LAST WORK DAY BEFORE THIS INTERVIEW?		
DATE OF LAST WORK DAY BEFORE INTERVIEW *(YYMMDD)*		
DATE YOU BEGAN WORK ON THIS PROJECT *(YYMMDD)*		

THE ABOVE IS CORRECT TO THE BEST OF MY KNOWLEDGE

EMPLOYEE'S SIGNATURE	DATE *(YYMMDD)*

INTERVIEWER	SIGNATURE	TYPED OR PRINTED NAME	DATE *(YYMMDD)*

INTERVIEWER'S COMMENTS

WORK EMPLOYEE WAS DOING WHEN INTERVIEWED	ACTION *(If explanation is needed, use comments section)*	YES	NO
	IS EMPLOYEE PROPERLY CLASSIFIED AND PAID?		
	ARE WAGE RATES AND POSTERS DISPLAYED?		

FOR USE BY PAYROLL CHECKER

IS ABOVE INFORMATION IN AGREEMENT WITH PAYROLL DATA?

☐ YES ☐ NO

COMMENTS

CHECKER

LAST NAME	FIRST NAME	MI	JOB TITLE

SIGNATURE	DATE *(YYMMDD)*

Blank Page

MATERIAL STORAGE CERTIFICATION

Re Project:

The project material is stored at _____.

We warrant that the Owner has received the materials free and clear of all liens, charges, security, interests, and encumbrances (referred to as "liens" in contract General Conditions. List material below or attach a list.

Signature: _____ Contractor: _____

Material in storage has been examined, is properly stored, and meets specifications.

Signature: _____ Consultant: _____

Project No.: _____ Date: _____

Blank Page

[Date]

[Contractor Project Manager]
[Contractor Name]
[Contractor address]
[City, State zip]

RE: Notice of Award
Billings Logan International Airport
[AIP #, Project Name]

Dear [Name],

You are notified that your bid, dated [insert bid date] for the above contract has been considered. You are the apparent successful low, responsive, responsible bidder. Your bid for [list schedules] of [insert bid amount] has been recommended to the City of Billings for award, subject to City Council approval, FAA approval, and compliance with Buy American.

Enclosed are four (4) Construction Contract Documents for your execution.

Please return all four (4) documents complete with signatures, bonds, insurance forms, and a tentative construction schedule by [insert date for return of contracts]. A set of the Contract Documents will be returned to you after all the signatures are complete.

Also enclosed are the Buy American Exhibits for the material and equipment to be used on the above project. The Exhibits from each subcontractor need to be filled out and prior to the Notice to Proceed.

The Notice to Proceed will be issued after the contracts are executed by the City of Billings and FAA has issued concurrence. Notice to Proceed per Contract Documents shall be issued in [insert date] or when the grant funding is in place.

We look forward to working with you on this project.

MORRISON MAIERLE

Heather E. Mosser, P.E.
Senior Project Manager

cc: Paul Khera - BLIA
File: 2447.150.27

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NOTICE TO PROCEED

Dated _____

TO: _____
(CONTRACTOR)

ADDRESS: _____

_____

Contract: _____

_____
(Insert name of Contract as it appears in the Contract Documents)

Project: _____

OWNER'S CONTRACT NO. _____

You are notified that the Contract Times under the above contract will commence to run on [Date]. By that date, you are to start performing your obligations under the Contract Documents. In accordance with the contract documents, the date of completion is XX Calendar days after Notice To Proceed, not counting authorized shutdown(s).

Before you may start any Work at the Site, the insurance requirements in the contract documents provides that you must deliver to the Engineer and other identified additional insured's certificates of insurance which the Contractor is required to purchase and maintain in accordance with the Contract Documents.

Also, before you may start any Work at the Site, you must
(add other requirements)

Comply with all security and traffic control requirements in the project specifications.

_____

The City of Billings, MT, Dept. of Aviation and Transit
(OWNER)

By: _____
(AUTHORIZED SIGNATURE)

_____
(TITLE)

ACCEPTANCE OF NOTICE TO PROCEED

By: _____
(CONTRACTOR)

_____
(AUTHORIZED SIGNATURE)

_____
(TITLE)

Copy to ENGINEER

_____
(DATE)

Blank Page

ORDER FOR CONTRACTOR TO RESUME WORK

To: _____

_____

_____

Federal/State Project No. _____

_____

MMI Contract No. _____

PROJECT & LOCATION: _____

Billings Logan International Airport

OWNER: City of Billings, Aviation & Transit Department

Date prepared: _____ **RESUME WORK ORDER # 1 (One)**

1. Effective Date and Time: _____ NTP Date: _____
2. Reason: _____

_____

3. Contract time allowed: _____ Calendar Days (CD)~~/Work Days (WD)~~

Receipt Acknowledged:	Contract Data: CD
Contractor: _____	Contract Days: _____
Signature: _____	Authorized Extensions: _____
Title: _____	Total Contract Days: _____
Date: _____	Days this Suspension: _____
	Days Used to Date: _____
	Days Remaining: _____

Return all signed copies to Morrison Maierle Inc.

cc: MMI

_____

OWNERS REPRESENTATIVE

BY: _____

TITLE: _____

ORDER FOR CONTRACTOR TO SUSPEND WORK

To: _____

_____

_____

Federal/State Project No. _____

_____

MMI Contract No. _____

PROJECT & LOCATION: _____

Billings Logan International Airport

OWNER: City of Billings, Aviation & Transit Department

Date prepared: _____ **SUSPEND WORK ORDER # One (1)**

1. Effective Date and Time: _____ NTP Date: _____
2. Reason: _____

_____

3. Contract time allowed: _____ Calendar Days (CD)~~Work Days (WD)~~
4. Contract time to be charged during suspension: 0 CD
5.

Receipt Acknowledged:	Contract Data: CD
Contractor: _____	Contract Days: _____
Signature: _____	Authorized Extensions: _____
Title: _____	Total Contract Days: _____
Date: _____	Previous Suspensions: _____
	Days Used to Date: _____
	Days Remaining: _____

Return all signed copies to Morrison Maierle Inc.

cc: MMI

_____

OWNERS REPRESENTATIVE

BY: _____

TITLE: _____

Morrison Maierle
engineers • surveyors • planners • scientists

REQUEST FOR STAKING

ENGINEER/SURVEYOR: MORRISON-MAIERLE

CONTRACTOR:

PROJECT NAME:

PROJECT NUMBER:

Contractor to complete and submit to Engineer/Surveyor two business days in advance of desired staking requirements. Submit to:
Morrison-Maierle

Attn:

Phone:

Fax:

Email:

FORM REQUIREMENTS:

DWNG NO. REF	1ST STAKING REQUEST	RESTAKING REQUEST	TYPE OF STAKING REQUESTED AND SPECIFIC LOCATION (STREET, MH TO MH, ETC.)	OFFSET POSITION (SIDE)	OFFSET DISTANCE	STAKING INTERVAL	DATE AREA READY	DATE STAKING DESIRED

REQUESTED BY (CONTRACTOR REP) DATE

RECEIPT BY (ENGINEER/SURVEYOR REP) DATE/TIME

COMMENTS

THIS BOTTOM PORTION TO BE COMPLETED BY THE ENGINEER/SURVEYOR

SURVEY CREW ASSIGNED START DATE COMPLETE DATE

CLIENT NO. PROJECT NO. CREW HOURS USED MATERIALS USED

COMMENTS:

cc:

_____
SURVEY AUTHORIZATION DATE

Blank Page

Morrison Maierle
engineers • surveyors • planners • scientists

REQUEST FOR STAKING

ENGINEER/SURVEYOR: MORRISON-MAIERLE

CONTRACTOR:

PROJECT NAME:

PROJECT NUMBER:

FORM REQUIREMENTS:
Contractor to complete and submit to Engineer/Surveyor two business days in advance of desired staking requirements. Submit to:
Morrison-Maierle

Attn:

Phone:

Fax:

Email:

DWNG NO. REF	1ST STAKING REQUEST	RESTAKING REQUEST	TYPE OF STAKING REQUESTED AND SPECIFIC LOCATION (STREET, MH TO MH, ETC.)	OFFSET POSITION (SIDE)	OFFSET DISTANCE	STAKING INTERVAL	DATE AREA READY	DATE STAKING DESIRED

REQUESTED BY (CONTRACTOR REP) DATE

RECEIPT BY (ENGINEER/SURVEYOR REP) DATE/TIME

COMMENTS

THIS BOTTOM PORTION TO BE COMPLETED BY THE ENGINEER/SURVEYOR

SURVEY CREW ASSIGNED START DATE COMPLETE DATE

CLIENT NO. PROJECT NO. CREW HOURS USED MATERIALS USED

COMMENTS:

cc:

SURVEY AUTHORIZATION DATE

Blank Page

Work Change Directive

No. _____

Date of Issuance: _____ Effective Date: _____

Project:	Owner:	Owner's Contract No.:
Contract:		Date of Contract:
Contractor:		Engineer's Project No.:

You are directed to proceed promptly with the following change(s):

Item No.	Description

Attachments (list documents supporting change):

_____

_____

Purpose for Work Change Directive:

☐ Authorization for Work described herein to proceed on the basis of Cost of the Work due to:

☐ Nonagreement on pricing of proposed change.

☐ Necessity to expedite Work described herein prior to agreeing to changes on Contract Price and Contract Time.

Estimated change in Contract Price and Contract Times:

Contract Price $ _____ (increase/decrease) Contract Time _____ (increase/decrease)
days

If the change involves an increase, the estimated amounts are not to be exceeded without further authorization.

Recommended for Approval by Engineer:	Date
Authorized for Owner by:	Date
Accepted for Contractor by:	Date
Approved by Funding Agency (if applicable):	Date:

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RIMROCK
ENGINEERING, INC.

GEOTECHNICAL ENGINEERING REPORT

BLIA Shuttle Parking Lot
Billings Logan International Airport
Billings, Montana

December 19, 2025
Project No. G25185

Prepared for:

Morrison-Maierle
315 N. 25th Street, Suite 102
Billings, Montana 59101

Prepared by:

Rimrock Engineering, Inc.
5440 Holiday Avenue
Billings, Montana 59101

RIMROCK ENGINEERING, INC.

5440 Holiday Avenue · Billings, Montana 59101: · Phone: 406.294.8400 · www.rimrock.biz

December 19, 2025

Heather Mosser, PE
Morrison-Maierle
315 N. 25th Street, Suite 102
Billings, Montana 59101

Re: Geotechnical Engineering Report
BLIA Shuttle Parking Lot
Billings Logan International Airport
Billings, Montana

Dear Heather:

Rimrock Engineering, Inc. has completed the geotechnical engineering services for the referenced project. The attached report presents the results of our findings. Our work consisted of subsurface exploration, laboratory testing, engineering analyses, and preparation of this report.

We appreciate this opportunity to be of service to you and are prepared to provide construction materials testing services during the construction phase of the project. If you have any questions regarding this report or need additional information or services, please contact us.

Sincerely,
RIMROCK ENGINEERING, INC.



Matt Geering, P.E.
Senior Engineer/Vice President

Wade Reynolds
Office Manager/President

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APPENDICES

Appendix A Vicinity/Site Map, Logs, and Log Key
Appendix B Laboratory Test Results

EXECUTIVE SUMMARY

Rimrock Engineering has completed the geotechnical engineering services for the BLIA Shuttle Parking Lot project at the Billings Logan International Airport in Billings, Montana. Based on the results of our geotechnical investigation, the site can be developed for the proposed project consistent with the recommendations provided in this report. The following geotechnical conditions and considerations were identified:

- Underlying asphalt pavement sections or topsoil layer, the subsurface profile consists of about one to 10 feet of loose to medium dense clayey and silty sand soils overlying weathered sandstone bedrock which extended to the depths explored. Groundwater was not encountered within the depths explored while drilling for the short duration that the borings were allowed to remain open.

- It is our understanding that cuts and fills on the order of ±8 feet will be required across the site. The most prominent of these are cuts along the north end of the site and fills along the southwest corner. Excavations will generally encounter loose to medium dense clayey sand soils over weathered sandstone bedrock

- The subgrade soils encountered throughout the project consist mainly of loose to medium dense clayey sand soils over weathered sandstone bedrock. Sand soils are typically fair materials for pavement support. The sandstone is weathered, moderately to well cemented. Based on plasticity index values, the subgrade soils are not expected to be expansive. Subgrade preparation along with positive drainage may significantly increase the life of pavement sections.

It should be noted that specific project details were not fully developed or included in this section. The information provided in this executive summary should be used in conjunction with the entire report for design purposes.

GEOTECHNICAL ENGINEERING REPORT

BLIA Shuttle Parking Lot
Billings Logan International Airport
Billings, Montana

1.0 INTRODUCTION AND SCOPE

1.1 Project Description

The project consists of a new Shuttle Parking Lot at the BLIA in Billings.

1.2 Purpose and Scope of Work

The purpose of this study is to evaluate the feasibility of the proposed development with respect to the observed subsurface conditions and to provide information, opinions, and geotechnical engineering recommendations relative to:

- General soil, rock, and groundwater conditions
- Existing pavements
- Site and subgrade preparation
- Pavement thickness design
- Corrosivity
- Swell/collapse potential
- General earthwork and site drainage

Our scope of services consisted of background review, site reconnaissance, field exploration, laboratory testing, engineering analyses, and preparation of this report.

2.0 INVESTIGATION

2.1 Field Exploration

The subsurface exploration consisted of drilling eight (8) borings on November 25, 2025 to approximate depths ranging from 2 to 11 feet below existing grades. The borings were drilled using our truck mounted drill rig equipped with hollow stem and solid flight augers. Groundwater levels (if encountered) were measured during drilling operations. Upon completion of drilling and/or groundwater measurements, the borings were backfilled with drill cuttings and compacted with the equipment at hand. The borings within asphalt sections were patched with asphalt patch. In addition, Dynamic Cone Penetrometer (DCP) testing was performed at select locations.

Logs of the borings along with a Vicinity/Site Map are included in Appendix A. The borings were located and marked in the field by Morrison-Maierle. Ground surface elevations were provided by

Morrison-Maierle. The location and elevation of the borings should be considered accurate only to the degree implied by the means and methods used to define them.

Rimrock Engineering personnel logged the soil and rock conditions encountered in the borings. At selected intervals, samples of the subsurface materials were taken by driving split-spoon samplers and collecting auger cuttings. Penetration resistance measurements were obtained by driving the samplers into the subsurface materials with a 140-pound automatic hammer falling 30 inches. The penetration resistance value is a useful index in estimating the relative density, or consistency, of the materials encountered. The samples were tagged for identification, sealed to reduce moisture loss, and taken to our laboratory for further examination, testing, and classification.

2.2 Laboratory Testing

The purpose of the laboratory testing is to assess the physical and engineering properties of the soil samples collected in the field to be used in our geotechnical evaluations and analyses. We performed laboratory testing on selected soil samples to assess the following:

- Visual classification (USCS)
- Moisture content
- Sieve analysis
- California Bearing Ratio (CBR)
- Atterberg limits
- Water soluble sulfate
- pH & resistivity
- Moisture/density relationship

The soil descriptions presented on the boring logs are in accordance with the Unified Soil Classification System (USCS). Individual laboratory test results can be found in Appendix B at the end of this report.

3.0 SITE & SUBSURFACE CONDITIONS

3.1 Site Conditions

The project site is situated west of an existing parking lot at the Billings Logan International Airport in Billings, Montana. The site consists of native vegetation with a paved access road. The asphalt pavement ranged from about 2 inches in thickness with the underlying crushed base course ranging from about 3 to 4 inches. The site is surrounded by airport property and Highway 3 is situated nearby to the south. The site generally slopes toward the southwest with approximately 13 feet of elevation difference noted between the borings.

3.2 Subsurface Soil and Rock Conditions

Underlying asphalt pavement sections or topsoil layer, the subsurface profile consists of about one to 10 feet of loose to medium dense clayey and silty sand soils overlying weathered sandstone bedrock which extended to the depths explored. The sandstone bedrock is typically weathered at the contact and more competent and medium hard to hard with depth. The

sandstone is fine to very fine grained and generally moderately cemented to cemented. Standard Penetration Test (SPT) N-values often exceed 50 blows per 6 inches of penetration, a practical sampler refusal. For a more detailed description of the subsurface conditions, please refer to the logs provided in Appendix A.

3.3 Groundwater Conditions

The borings were observed while drilling and after completion for the presence and level of groundwater. Groundwater was not observed within the depths explored while drilling for the short duration that the borings were allowed to remain open. These observations represent groundwater conditions at the time of the field exploration and may not be indicative of other times, or at other locations. Groundwater can be expected to fluctuate with varying seasonal and weather conditions. Evaluation of the factors that affect groundwater fluctuations is beyond the scope of this report.

3.4 Laboratory Test Results

The site soils were tested for grain size distribution (sieve analysis) and Atterberg Limits. Atterberg limits are a basic measure of the critical water contents of a fine-grained soils. The site soils encountered in the borings generally have low to medium plasticity. Results are summarized below:

Location	Depth (ft)	USCS	Liquid Limit (%)	Plastic Limit (%)	Plasticity Index (%)	Gravel (%)	Sand (%)	Clay/Silt (%)
B-1	2.5	SC	26	17	9	0.0	61.8	38.2
B-3	2.5	SC	25	10	15	0.0	53.9	46.1

A representative sample of the site silty, clayey sand soils was collected for Moisture-Density Relationship (Modified Proctor) and California Bearing Ratio (CBR) testing. The results are summarized in the following table:

Location	Depth (ft)	Material	Maximum Dry Density (pcf)	Optimum Moisture Content (%)	CBR (%)
B-1 to B-8	1-3	SC	115.6	12.0	9.9

3.5 Dynamic Cone Penetrometer (DCP) Results

DCP testing was performed at locations selected by Morrison-Maierle using our KSE DCP. Results are summarized below:

Test	Location	Depth (ft)	Material	Correlated Average CBR	Recommended Minimum CBR
DCP1	B-2	5.4	Sandstone	Refusal	20

DCP2	B-4	3.2	Sandstone	Refusal	20
DCP3	B-6	2.4	Sandstone	Refusal	20

4.0 RECOMMENDATIONS

4.1 Geotechnical Concerns/Considerations

It is our understanding that cuts and fills on the order of ±8 feet will be required across the site. The most prominent of these are cuts along the north end of the site and fills along the southwest corner. Excavations will generally encounter loose to medium dense clayey sand soils over weathered sandstone bedrock. Sandstone bedrock was encountered at depths ranging from about 1.5 to 10+ feet. The presence of relatively hard lenses in the sandstone bedrock zones will require particular attention in the design and construction of the project. During drilling operations, we were able to advance solid stem, carbide tipped-augers through the upper native bedrock. Typically, this is indicative that contractors will be able to excavate the sandstone using heavy-duty excavation equipment combined with ripping or rock-hammering. The bedrock should be rippable provided the contractor can penetrate into the rock and rip along the bedding planes and/or joints.

The clayey sand soils, in their existing condition, are expected to be moderately to highly compressible and slightly collapsible with increased moisture. Based on our analysis, settlements on the order of 2 inches or greater could be realized within the fill soils if not properly placed and compacted. This will be in addition to any settlement/consolidation of the underlying subgrade soils. Therefore, proper subgrade preparation/remediation as well as strict moisture and density control during fill placement will be critical. Settlements induced by the fills are expected to occur relatively quickly with load application due to the soil type and profile.

The subgrade soils encountered throughout the project consist mainly of silty, clayey sand and weathered sandstone bedrock. Sand soils are typically fair materials for pavement support. Sandstone is moderately hard to hard and expected to be good material for pavement support. Silty soils are often moisture sensitive and tend to pump and become unstable with increased traffic or disturbance. Constructability on these soils can be challenging if moisture levels exceed optimum levels. Based on plasticity index values, the subgrade soils are not expected to be expansive. Subgrade preparation along with positive drainage may significantly increase the life of pavement sections.

4.2 Earthwork

The following sections present recommendations for site and subgrade preparation and placement of fill materials on the project. Earthwork on the project should be observed and tested by Rimrock Engineering.

4.2.1 Site and Subgrade Preparation

Vegetation, topsoil, fill, utilities (if present), and other unsuitable materials (e.g. debris, desiccated soil, frozen soil, etc.) should be removed from the proposed construction area. It is anticipated that general excavations for the proposed construction can be accomplished with heavy-duty excavation equipment combined with ripping or rock-hammering.

Where applicable, subgrade soils beneath pavements and areas to receive fill should be scarified to a depth of at least 12 inches, moisture conditioned and compacted in accordance with Section 4.2.4. The moisture content and compaction of subgrade soils should be maintained until pavement construction. Where sandstone is encountered, we recommend disturbance be minimized and fill be placed directly over intact sandstone bedrock. Rimrock Engineering should be retained to observe and test the subgrade surface to ascertain integrity consistent with the design assumptions.

The excavated site soils and bedrock, cleaned of all organic/deleterious material, construction debris, and rock greater than 3 inches in nominal size (if encountered), may be stockpiled on-site and used as general lot fill.

4.2.2 Cut and Fill Considerations

Materials available for fill construction will mainly consist of the overburden clayey sand soils along with the excavated sandstone bedrock. These materials each have specific criteria for use and compatibility. We recommend that all soil fill be placed within ±3 percent of optimum and compacted to at least 98% of the maximum dry density (ASTM D698). With mixed soil and rock fills it is particularly important that voids between rock particles be properly filled with soil if mixed placement is planned. The soil matrix of mixed soil-rock should be compacted to a density as recommended above.

Sandstone can be placed as a rock fill but may require special precaution and separation to prevent long-term migration of soil fines into rock voids. In terms of earthwork cut and fill balance, the overburden soils can be expected to shrink and the rock materials to swell from bank to fill. A typical shrinkage for the sand soils is estimated to be about 15 to 25 percent. Swell in the rock cut is dependent on a variety of factors that cannot be reliably predicted. The typical range of swell in rock cuts is about 20 to 50 percent.

Permanent cut and fill slopes in soil should be constructed at slopes no steeper than 2H:1V. Steeper slopes may be achievable in cuts into bedrock, if needed. If steeper slopes in soil are required, we recommend slope stability analysis of the proposed sections be performed or the use of reinforced slopes or retaining structures be considered. Flatter slopes may be desirable for establishing vegetation and limiting erosion.

4.2.3 Material Requirements

It is anticipated that excavated materials will be used to the extent practical as trench backfill and general site fill where required. The material suitability should be evaluated by the geotechnical engineer prior to use. Moisture conditioning and processing of on-site soils will likely be required.

4.2.4 Compaction Requirements

Fill materials should be placed and compacted in loose lift thicknesses of 8 inches or less when heavy, self-propelled compaction equipment is used. When hand-guided equipment such as jumping jack or plate compactor is used, loose lift thicknesses should be on the order of 4 to 6 inches.

The following table lists the recommended compaction requirements for the different types of fill recommended in this report.

Item	Description
Compaction Requirement (ASTM D698)	**Scarified Subgrade Soils:** 98% **Aggregate Base:** 95% **Site Fills:** 98% **Trench Backfill:** 97% beneath pavements, 95% elsewhere
Moisture Content (ASTM D698)	±3 % of optimum

The Contractor shall provide and use sufficient equipment of a type and weight suitable for the conditions encountered in the field. The equipment shall be capable of obtaining the required compaction in all areas, including those that are inaccessible to ordinary rolling equipment.

4.2.5 Utility Trench Backfill

All trench excavations should be made with sufficient working space to permit construction including backfill placement and compaction. Utility trenches are a common source of water infiltration and migration. All utility trenches that penetrate beneath structures (if present) should be effectively sealed to restrict water intrusion and flow through the trenches that could migrate beneath the structure(s). We recommend constructing an effective clay “trench plug” that extends at least 5 feet out from the structure. The plug material should consist of clay compacted at a water content at or above the optimum water content. The clay fill should be placed to completely surround the utility line above the bedding zone and be compacted in accordance with recommendations in this report. Trench plug material should conform to MPW specifications.

4.2.6 Site Drainage

Positive drainage should be provided during construction and maintained throughout the life of the proposed project. Infiltration of water into excavations must be prevented during construction.

All grades must provide effective drainage away from the taxiway during and after construction. Water permitted to pond can result in unexpected movements and constructability problems.

4.2.7 Construction Considerations

Although the exposed subgrade is anticipated to be relatively stable upon initial exposure, unstable subgrade conditions could develop during general construction operations, particularly if the soils are wetted and/or subjected to repetitive construction traffic. The use of light, rubber-tracked construction equipment would aid in reducing subgrade disturbance. Should unstable subgrade conditions develop, our geotechnical engineer should review conditions and provide recommendations for stabilization.

The site should be graded to prevent ponding of surface water on, or direction of runoff toward, the prepared subgrades or excavations. If the subgrade should become frozen, desiccated, saturated, or disturbed, the affected material should be removed.

Rimrock Engineering should be retained during the construction phase of the project to observe earthwork and to perform necessary tests and observations during subgrade preparation and placement of pavement.

4.3 Corrosion Protection

A sample was submitted for water soluble sulfate, pH and resistivity testing. The results are summarized in the following table:

Location	Depth (ft)	Material	Soluble Sulfate Content (%)	Resistivity (ohm-cm)	pH
B-1	4.5	SC	<0.01	3,020	8.2

Water soluble sulfate values less than 0.10 are considered to have negligible attack on normal strength concrete. As a result, Type IL Portland cement can be specified for all project concrete. However, if additional protection in this regard is desired, Type V or other sulfate resistant cement should be specified.

Resistivity values between 3,000 and 5,000 are considered to be aggressive with regard to corrosion of buried metals. If corrosion of buried metal is critical, it should be protected using a non-corrosive backfill, wrapping, coating, sacrificial anodes, or a combination of these methods, as designed by a qualified corrosion engineer.

4.4 Pavements

Pavement section alternatives for this project were designed based on the procedures outlined in the 1993 Guideline for Design of Pavement Structures by the American Association of State Highway and Transportation Officials (AASHTO). Input variables used in the calculations are presented in the following table:

Parameter	Value	Parameter	Value
CBR Value	9.9	Reliability (%)	85
Subgrade Drainage Coefficient	0.9	Standard Deviation	0.45
Initial Serviceability Index	4.2	Terminal Serviceability Index	2.0

It is anticipated that pavement subgrade soils will consist of clay materials which are typically considered poor materials for pavement support. Please note that this CBR value and the pavement section alternatives provided assume that the site soils will be re-compacted and left in-place within the pavement areas. If this is not the case, Rimrock Engineering should be notified to provide additional pavement design recommendations based on the subgrade soils which will be present below the pavement sections.

Specific traffic data was not provided for this project. Therefore, we have assumed an equivalent 18-kip single axle load (ESAL) of 100,000 to represent the design traffic intensity for the proposed interior roads over a 20-year design period. Please notify us if any of the parameters used in the pavement design do not adequately define the anticipated conditions. Select from the following pavement alternative, or an approved equivalent.

The following table presents the recommended pavement section alternatives based on the above parameters.

UNREINFORCED PAVEMENT SECTIONS (Inches)				
Traffic Area	**Asphalt Concrete**	**Portland Cement Concrete**	**Base Course**	**Total**
Parking & Access	3	-	7	10
	-	5	4	9
Dumpster Locations	-	7	4	11

Asphalt concrete should be composed of a mixture of aggregate, filler and additives (if required), and approved bituminous material. The asphalt concrete should conform to approved mix designs which include volumetrics, Marshall properties, optimum asphalt cement content, job mix formula, and recommended mixing and placing temperatures. The asphalt concrete should be consistent with an approved mix design conforming to Montana Public Works (MPW). Mix designs should be submitted prior to construction to verify their adequacy. Aggregate used in the asphalt should meet MPW specifications for quality and gradation.

Asphalt material should be placed in maximum 3-inch lifts (compacted thickness) and should be compacted to the minimum standards outlined in the MPW specifications. Aggregate base course should consist of a blend of sand and gravel which meets MPW specifications for quality and gradation.

Where rigid pavements are used, the concrete should be obtained from an approved mix design conforming to the MPW specifications, including the following minimum properties:

- Compressive Strength @ 28 days: 4,500 psi minimum
- Entrained Air Content: 4% to 7%

Each pavement alternative should be evaluated with respect to current material availability and economic conditions. The pavement sections presented herein are based on design parameters selected by Rimrock Engineering based on experience with similar projects and soil conditions. Design parameters may vary with the specific project and material source. Variation of these parameters may change the thickness of the pavement sections presented. Rimrock Engineering is prepared to discuss the details of these parameters and their effects on pavement design and reevaluate pavement design as appropriate.

Pavements should be sloped to provide rapid drainage of surface water. Water allowed to pond on or adjacent to the pavements could saturate the subgrade and contribute to premature pavement deterioration. In addition, the pavement subgrade should be graded to provide positive drainage within the granular base section.

The pavement sections provided in this report represent minimum recommended thicknesses and, as such, periodic maintenance should be anticipated. Therefore, preventive maintenance should be planned and provided for through an on-going pavement management program. Preventive maintenance activities are intended to slow the rate of pavement deterioration and to preserve the pavement investment. Preventive maintenance consists of both localized maintenance (e.g. crack and joint sealing and patching) and global maintenance (e.g. surface sealing). Preventive maintenance is usually the first priority when implementing a planned pavement maintenance program and provides the highest return on investment for pavements. Prior to implementing any maintenance program, additional engineering input is recommended to determine the type and extent of preventive maintenance appropriate. Even with periodic maintenance, some movements and related cracking may still occur and repairs may be required.

5.0 ADDITIONAL SERVICES

The recommendations made in this report assume that an adequate program of tests and observations will be made during construction to verify compliance with these recommendations. The review of plans and specifications and the field observation and testing by Rimrock Engineering are an integral part of the conclusions and recommendations made in this report. If we are not retained for these services, the Client agrees to assume Rimrock Engineering's responsibility for any potential claims that may arise during construction.

6.0 LIMITATIONS

Recommendations contained in this report are based on our field explorations, laboratory tests, and our understanding of the proposed construction. The study was performed using a mutually

agreed upon scope of work. It is our opinion that this study was a cost-effective method to evaluate the subject site and evaluate some of the potential geotechnical concerns. More detailed, focused, and/or thorough investigations can be conducted. Further studies will tend to increase the level of assurance; however, such efforts will result in increased costs. If the Client wishes to reduce the uncertainties beyond the level associated with this study, Rimrock Engineering should be contacted for additional consultation.

The soils data used in the preparation of this report were obtained from borings made for this investigation. It is possible that variations in soils exist between the points explored. The nature and extent of soil variations may not be evident until construction occurs. If any soil conditions are encountered at this site which is different from those described in this report, our firm should be immediately notified so that we may make any necessary revisions to our recommendations. In addition, if the scope of the proposed project changes, our firm should be notified. This report has been prepared for design purposes for specific application to this project in accordance with the generally accepted standards of practice at the time the report was written. No warranty, express or implied, is made.

This report may be used only by the Client and for the purposes stated, within a reasonable time from its issuance. Land use, site conditions (both on- and off-site), or other factors including advances in man's understanding of applied science may change over time and could materially affect our findings. Therefore, this report should not be relied upon after 36 months from its issue. Rimrock Engineering should be notified if the project is delayed by more than 24 months from the date of this report so that a review of site conditions can be made, and recommendations revised if appropriate.

It is the Client's responsibility to see that all parties to the project including the designer, contractor, subcontractors, etc., are made aware of this report in its entirety. The use of information contained in this report for bidding purposes should be done at the Contractor's option and risk. Any party other than the Client who wishes to use this report shall notify Rimrock Engineering of such intended use. Based on the intended use of the report, Rimrock Engineering may require that additional work be performed and that an updated report be issued. Non-compliance with any of these requirements by the Client or anyone else will release Rimrock Engineering from any liability resulting from the use of this report by any unauthorized party.

APPENDIX A

Field Exploration



Rimrock Engineering, Inc.
5440 Holiday Avenue
Billings, MT 59101 Tel. (406) 294-8400

PROJECT NO. G25185

VICINITY/SITE MAP

BLIA SHUTTLE PARKING LOT
BLIA
Billings, Montana

N

BORING NUMBER B-1

Rimrock Engineering, Inc.
5440 Holiday Avenue
Billings, MT 59101

CLIENT Morrison-Maierle
PROJECT NAME Shuttle Parking Lot
PROJECT NUMBER G25185
PROJECT LOCATION Billings, MT
DATE STARTED 11/25/25 **COMPLETED** 11/25/25
GROUND ELEVATION 3659.84 ft **HOLE SIZE** 5 inches
DRILLING CONTRACTOR Rimrock Engineering, Inc.
GROUND WATER LEVELS:
DRILLING METHOD Solid Stem Auger
AT TIME OF DRILLING ---
LOGGED BY G.J. **CHECKED BY** M.G.
AT END OF DRILLING ---
NOTES
AFTER DRILLING ---

DEPTH (ft)	GRAPHIC LOG	MATERIAL DESCRIPTION	SAMPLE TYPE NUMBER	RECOVERY % (RQD)	BLOW COUNTS (N VALUE)	POCKET PEN. (tsf)	DRY UNIT WT. (pcf)	MOISTURE CONTENT (%)	ATTERBERG LIMITS: LIQUID LIMIT	ATTERBERG LIMITS: PLASTIC LIMIT	ATTERBERG LIMITS: PLASTICITY INDEX	FINES CONTENT (%)
0		ASPHALT ~2"										
		BASE COURSE ~3"										
		(SC) CLAYEY SAND Brown, loose to medium dense, fine sand, low to medium plasticity.	SPT	100	5-7-6 (13)			11	26	17	9	38
5			SPT	100	5-4-4 (8)			12				
10		(SM) SILTY SAND Light gray, medium dense, fine sand.	SPT	100	4-7-11 (18)			7				

Bottom of borehole at 11.0 feet.

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BORING NUMBER B-2

Rimrock Engineering, Inc.
5440 Holiday Avenue
Billings, MT 59101

CLIENT Morrison-Maierle
PROJECT NAME Shuttle Parking Lot
PROJECT NUMBER G25185
PROJECT LOCATION Billings, MT
DATE STARTED 11/25/25 **COMPLETED** 11/25/25
GROUND ELEVATION 3663.79 ft **HOLE SIZE** 5 inches
DRILLING CONTRACTOR Rimrock Engineering, Inc.
GROUND WATER LEVELS:
DRILLING METHOD Solid Stem Auger
AT TIME OF DRILLING ---
LOGGED BY G.J. **CHECKED BY** M.G.
AT END OF DRILLING ---
NOTES
AFTER DRILLING ---

DEPTH (ft)	GRAPHIC LOG	MATERIAL DESCRIPTION	SAMPLE TYPE NUMBER	RECOVERY % (RQD)	BLOW COUNTS (N VALUE)	POCKET PEN. (tsf)	DRY UNIT WT. (pcf)	MOISTURE CONTENT (%)	ATTERBERG LIMITS: LIQUID LIMIT	ATTERBERG LIMITS: PLASTIC LIMIT	ATTERBERG LIMITS: PLASTICITY INDEX	FINES CONTENT (%)
0		TOPSOIL										
		(SC) CLAYEY SAND Brown, loose to medium dense, fine sand, low to medium plasticity.										
		SANDSTONE Light brownish gray to tan, weathered, very fine to fine grained, cemented, more competent with depth.	SPT	100	16-22-21 (43)			5				
5			SPT	100	24-50/4"			5				

Refusal at 5.4 feet.
Bottom of borehole at 5.4 feet.

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BORING NUMBER B-3

Rimrock Engineering, Inc.
5440 Holiday Avenue
Billings, MT 59101

CLIENT Morrison-Maierle
PROJECT NAME Shuttle Parking Lot
PROJECT NUMBER G25185
PROJECT LOCATION Billings, MT
DATE STARTED 11/25/25 **COMPLETED** 11/25/25
GROUND ELEVATION 3666.46 ft **HOLE SIZE** 5 inches
DRILLING CONTRACTOR Rimrock Engineering, Inc.
GROUND WATER LEVELS:
DRILLING METHOD Solid Stem Auger
AT TIME OF DRILLING ---
LOGGED BY G.J. **CHECKED BY** M.G.
AT END OF DRILLING ---
NOTES
AFTER DRILLING ---

DEPTH (ft)	GRAPHIC LOG	MATERIAL DESCRIPTION	SAMPLE TYPE NUMBER	RECOVERY % (RQD)	BLOW COUNTS (N VALUE)	POCKET PEN. (tsf)	DRY UNIT WT. (pcf)	MOISTURE CONTENT (%)	ATTERBERG LIMITS: LIQUID LIMIT	ATTERBERG LIMITS: PLASTIC LIMIT	ATTERBERG LIMITS: PLASTICITY INDEX	FINES CONTENT (%)
0		TOPSOIL										
		(SC) CLAYEY SAND Brown, loose to medium dense, fine sand, low to medium plasticity.	SPT	100	8-11-8 (19)			8	25	10	15	46
5			SPT	100	2-2-4 (6)			9				
		SANDSTONE Tan, weathered, very fine to fine grained, cemented, more competent with depth.	SPT	100	50			5				

Refusal at 9.0 feet.
Bottom of borehole at 9.0 feet.

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Rimrock Engineering, Inc.
5440 Holiday Avenue
Billings, MT 59101

BORING NUMBER B-4

CLIENT Morrison-Maierle
PROJECT NAME Shuttle Parking Lot
PROJECT NUMBER G25185
PROJECT LOCATION Billings, MT
DATE STARTED 11/25/25 **COMPLETED** 11/25/25
GROUND ELEVATION 3670.54 ft **HOLE SIZE** 5 inches
DRILLING CONTRACTOR Rimrock Engineering, Inc.
GROUND WATER LEVELS:
DRILLING METHOD Solid Stem Auger
AT TIME OF DRILLING ---
LOGGED BY G.J. **CHECKED BY** M.G.
AT END OF DRILLING ---
NOTES
AFTER DRILLING ---

DEPTH (ft)	GRAPHIC LOG	MATERIAL DESCRIPTION	SAMPLE TYPE NUMBER	RECOVERY % (RQD)	BLOW COUNTS (N VALUE)	POCKET PEN. (tsf)	DRY UNIT WT. (pcf)	MOISTURE CONTENT (%)	ATTERBERG LIMITS: LIQUID LIMIT	ATTERBERG LIMITS: PLASTIC LIMIT	ATTERBERG LIMITS: PLASTICITY INDEX	FINES CONTENT (%)
0		ASPHALT ~2"										
		BASE COURSE ~4"										
		(SC) CLAYEY SAND Brown, loose to medium dense, fine sand, low to medium plasticity.										
		SANDSTONE Tan, weathered, very fine to fine grained, cemented, hard.										
			SPT	100	23-50/2"			8				

Refusal at 3.2 feet.
Bottom of borehole at 3.2 feet.

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BORING NUMBER B-5

Rimrock Engineering, Inc.
5440 Holiday Avenue
Billings, MT 59101

CLIENT Morrison-Maierle
PROJECT NAME Shuttle Parking Lot
PROJECT NUMBER G25185
PROJECT LOCATION Billings, MT
DATE STARTED 11/25/25 **COMPLETED** 11/25/25
GROUND ELEVATION 3673.08 ft **HOLE SIZE** 5 inches
DRILLING CONTRACTOR Rimrock Engineering, Inc.
GROUND WATER LEVELS:
DRILLING METHOD Solid Stem Auger
AT TIME OF DRILLING ---
LOGGED BY G.J. **CHECKED BY** M.G.
AT END OF DRILLING ---
NOTES
AFTER DRILLING ---

DEPTH (ft)	GRAPHIC LOG	MATERIAL DESCRIPTION	SAMPLE TYPE NUMBER	RECOVERY % (RQD)	BLOW COUNTS (N VALUE)	POCKET PEN. (tsf)	DRY UNIT WT. (pcf)	MOISTURE CONTENT (%)	ATTERBERG LIMITS: LIQUID LIMIT	ATTERBERG LIMITS: PLASTIC LIMIT	ATTERBERG LIMITS: PLASTICITY INDEX	FINES CONTENT (%)
0		TOPSOIL										
		(SC) CLAYEY SAND Brown, loose to medium dense, fine sand, low to medium plasticity.	SPT	100	4-4-25 (29)			8				
		SANDSTONE Tan, weathered, very fine to fine grained, cemented, hard.	SPT	100	50/3"			5				

Refusal at 4.8 feet.
Bottom of borehole at 4.8 feet.

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Rimrock Engineering, Inc.
5440 Holiday Avenue
Billings, MT 59101

BORING NUMBER B-6

CLIENT Morrison-Maierle
PROJECT NAME Shuttle Parking Lot
PROJECT NUMBER G25185
PROJECT LOCATION Billings, MT
DATE STARTED 11/25/25 **COMPLETED** 11/25/25
GROUND ELEVATION 3661.23 ft **HOLE SIZE** 5 inches
DRILLING CONTRACTOR Rimrock Engineering, Inc.
GROUND WATER LEVELS:
DRILLING METHOD Solid Stem Auger
AT TIME OF DRILLING ---
LOGGED BY G.J. **CHECKED BY** M.G.
AT END OF DRILLING ---
NOTES
AFTER DRILLING ---

DEPTH (ft)	GRAPHIC LOG	MATERIAL DESCRIPTION	SAMPLE TYPE NUMBER	RECOVERY % (RQD)	BLOW COUNTS (N VALUE)	POCKET PEN. (tsf)	DRY UNIT WT. (pcf)	MOISTURE CONTENT (%)	ATTERBERG LIMITS: LIQUID LIMIT	ATTERBERG LIMITS: PLASTIC LIMIT	ATTERBERG LIMITS: PLASTICITY INDEX	FINES CONTENT (%)
0		TOPSOIL										
		(SC) CLAYEY SAND Brown, loose to medium dense, fine sand, low to medium plasticity.										
		SANDSTONE Tan, weathered, very fine to fine grained, cemented, hard.	SPT	100	50/5"			4				

Refusal at 2.4 feet.
Bottom of borehole at 2.4 feet.

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BORING NUMBER B-7

Rimrock Engineering, Inc.
5440 Holiday Avenue
Billings, MT 59101

CLIENT Morrison-Maierle
PROJECT NAME Shuttle Parking Lot
PROJECT NUMBER G25185
PROJECT LOCATION Billings, MT
DATE STARTED 11/25/25 **COMPLETED** 11/25/25
GROUND ELEVATION 3662 ft **HOLE SIZE** 5 inches
DRILLING CONTRACTOR Rimrock Engineering, Inc.
GROUND WATER LEVELS:
DRILLING METHOD Solid Stem Auger
AT TIME OF DRILLING ---
LOGGED BY G.J. **CHECKED BY** M.G.
AT END OF DRILLING ---
NOTES
AFTER DRILLING ---

DEPTH (ft)	GRAPHIC LOG	MATERIAL DESCRIPTION	SAMPLE TYPE NUMBER	RECOVERY % (RQD)	BLOW COUNTS (N VALUE)	POCKET PEN. (tsf)	DRY UNIT WT. (pcf)	MOISTURE CONTENT (%)	ATTERBERG LIMITS: LIQUID LIMIT	ATTERBERG LIMITS: PLASTIC LIMIT	ATTERBERG LIMITS: PLASTICITY INDEX	FINES CONTENT (%)
0		TOPSOIL										
		(SC) CLAYEY SAND Brown, loose to medium dense, fine sand, low to medium plasticity.										
		SANDSTONE Tan, weathered, very fine to fine grained, cemented, hard.	SPT	100	50/2"			3				
		Refusal at 2.2 feet. Bottom of borehole at 2.2 feet.										

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BORING NUMBER B-8

Rimrock Engineering, Inc.
5440 Holiday Avenue
Billings, MT 59101

CLIENT Morrison-Maierle
PROJECT NAME Shuttle Parking Lot
PROJECT NUMBER G25185
PROJECT LOCATION Billings, MT
DATE STARTED 11/25/25 **COMPLETED** 11/25/25
GROUND ELEVATION 3659.52 ft **HOLE SIZE** 5 inches
DRILLING CONTRACTOR Rimrock Engineering, Inc.
GROUND WATER LEVELS:
DRILLING METHOD Solid Stem Auger
AT TIME OF DRILLING ---
LOGGED BY G.J. **CHECKED BY** M.G.
AT END OF DRILLING ---
NOTES
AFTER DRILLING ---

DEPTH (ft)	GRAPHIC LOG	MATERIAL DESCRIPTION	SAMPLE TYPE NUMBER	RECOVERY % (RQD)	BLOW COUNTS (N VALUE)	POCKET PEN. (tsf)	DRY UNIT WT. (pcf)	MOISTURE CONTENT (%)	ATTERBERG LIMITS: LIQUID LIMIT	ATTERBERG LIMITS: PLASTIC LIMIT	ATTERBERG LIMITS: PLASTICITY INDEX	FINES CONTENT (%)
0		TOPSOIL										
		(SC) CLAYEY SAND Brown, loose to medium dense, fine sand, low to medium plasticity.	SPT	100	14-16-24 (40)			10				
		SANDSTONE Tan, weathered, very fine to fine grained, cemented, hard.	SPT	100	50/1"			7				
		Refusal at 4.1 feet. Bottom of borehole at 4.1 feet.										

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KEY TO SYMBOLS

Rimrock Engineering, Inc.
5440 Holiday Avenue
Billings, MT 59101

CLIENT Morrison-Maierle **PROJECT NAME** Shuttle Parking Lot

PROJECT NUMBER G25185 **PROJECT LOCATION** Billings, MT

LITHOLOGIC SYMBOLS
(Unified Soil Classification System)

- ASPHALT: Asphalt
- GW: USCS Well-graded Gravel
- SANDSTONE: Sandstone
- SC: USCS Clayey Sand
- SM: USCS Silty Sand
- TOPSOIL: Topsoil

SAMPLER SYMBOLS

- Standard Penetration Test

WELL CONSTRUCTION SYMBOLS

ABBREVIATIONS

LL - LIQUID LIMIT (%)
PI - PLASTIC INDEX (%)
W - MOISTURE CONTENT (%)
DD - DRY DENSITY (PCF)
NP - NON PLASTIC
-200 - PERCENT PASSING NO. 200 SIEVE
PP - POCKET PENETROMETER (TSF)
TV - TORVANE
PID - PHOTOIONIZATION DETECTOR
UC - UNCONFINED COMPRESSION
ppm - PARTS PER MILLION
Water Level at Time Drilling, or as Shown
Water Level at End of Drilling, or as Shown
Water Level After 24 Hours, or as Shown

KEY TO SYMBOLS - GINT STD US LAB.GDT - 12/18/25 16:20 - G:\PROJECTS\2025\G25185.GPJ

APPENDIX B

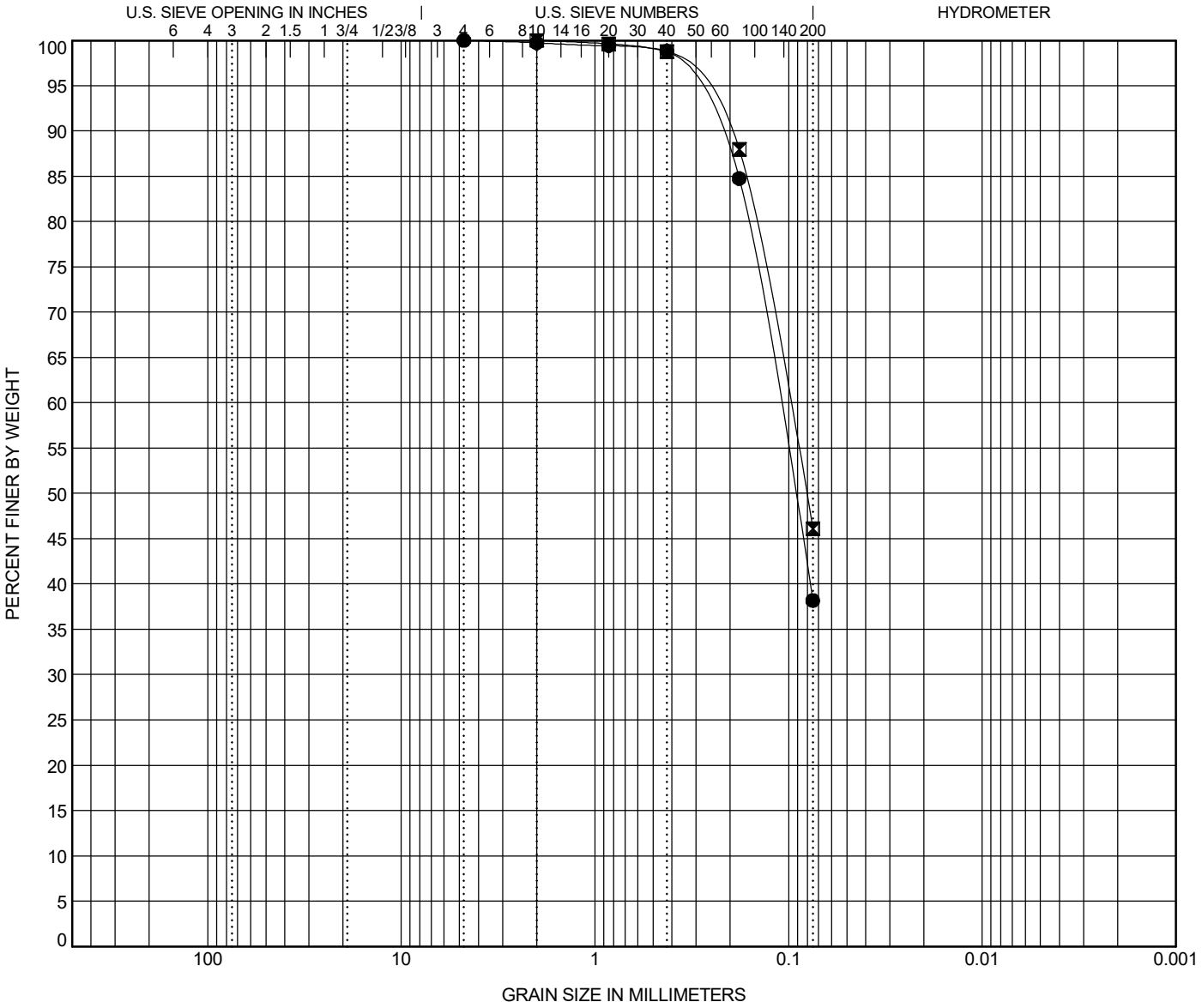
Laboratory Test Results

GRAIN SIZE DISTRIBUTION

Rimrock Engineering, Inc.
5440 Holiday Avenue
Billings, MT 59101

CLIENT Morrison-Maierle **PROJECT NAME** Shuttle Parking Lot

PROJECT NUMBER G25185 **PROJECT LOCATION** Billings, MT



COBBLES	GRAVEL		SAND			SILT OR CLAY
	coarse	fine	coarse	medium	fine	

	BOREHOLE	DEPTH	Classification	LL	PL	PI	Cc	Cu
●	**B-1**	**2.5**	**CLAYEY SAND(SC)**	**26**	**17**	**9**		
⊠	**B-3**	**2.5**	**CLAYEY SAND(SC)**	**25**	**10**	**15**		

	BOREHOLE	DEPTH	D100	D60	D30	D10	%Gravel	%Sand	%Silt	%Clay
●	**B-1**	**2.5**	**4.75**	**0.113**			**0.0**	**61.8**	**38.2**	
⊠	**B-3**	**2.5**	**2**	**0.1**			**0.0**	**53.9**	**46.1**	

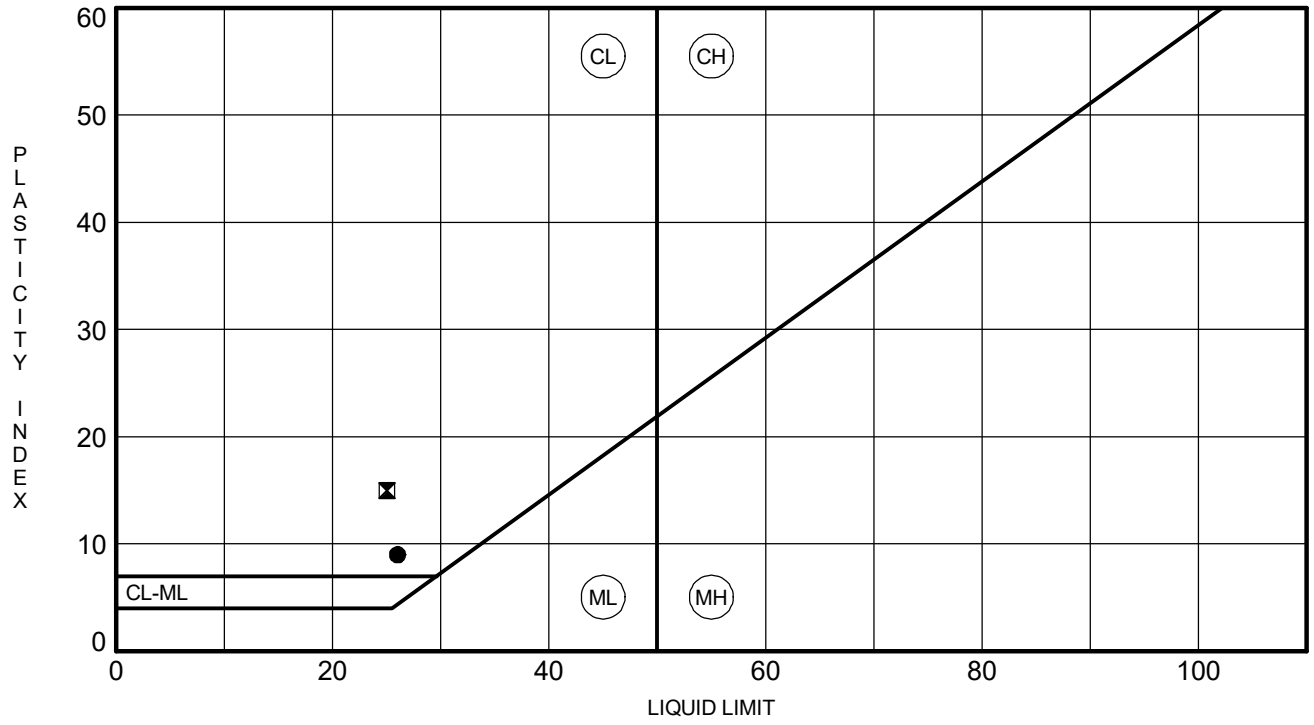
GRAIN SIZE - GINT STD US LAB.GDT - 12/16/25 10:04 - G:\PROJECTS\2025\G25185.GPJ

ATTERBERG LIMITS' RESULTS

Rimrock Engineering, Inc.
5440 Holiday Avenue
Billings, MT 59101

CLIENT Morrison-Maierle **PROJECT NAME** Shuttle Parking Lot

PROJECT NUMBER G25185 **PROJECT LOCATION** Billings, MT



	BOREHOLE	DEPTH	LL	PL	PI	Fines	Classification
●	**B-1**	**2.5**	**26**	**17**	**9**	**38**	**CLAYEY SAND(SC)**
⊠	**B-3**	**2.5**	**25**	**10**	**15**	**46**	**CLAYEY SAND(SC)**

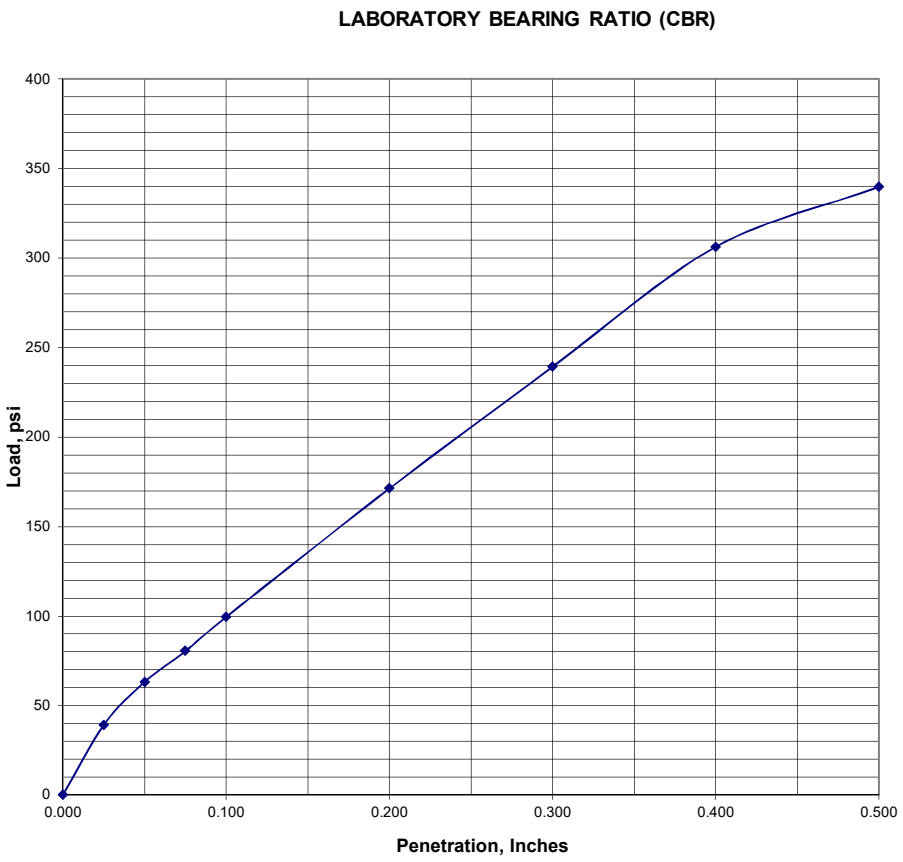
ATTERBERG LIMITS - GINT STD US LAB.GDT - 12/16/25 10:04 - G:\PROJECTS\2025\G25185.GPJ

RIMROCK ENGINEERING, INC.

PHYSICAL PROPERTIES OF SOIL/AGGREGATE

Client Name:	Morrison-Maierle	**Project No:**	G25185
		Date of Report:	12/16/2025
Project Name:	BLIA Shuttle Parking Lot	**Sample Location:**	B-1 to B-8
Project Location:	Billings, Montana	**Sample Depth:**	1'-3'
Sampled By:	Rimrock Engineering, Inc.	**Classification:**	Clayey Sand(SC)
Submitted By:	Rimrock Engineering, Inc.	**Date Sampled:**	11/25/2025

CALIFORNIA BEARING RATIO



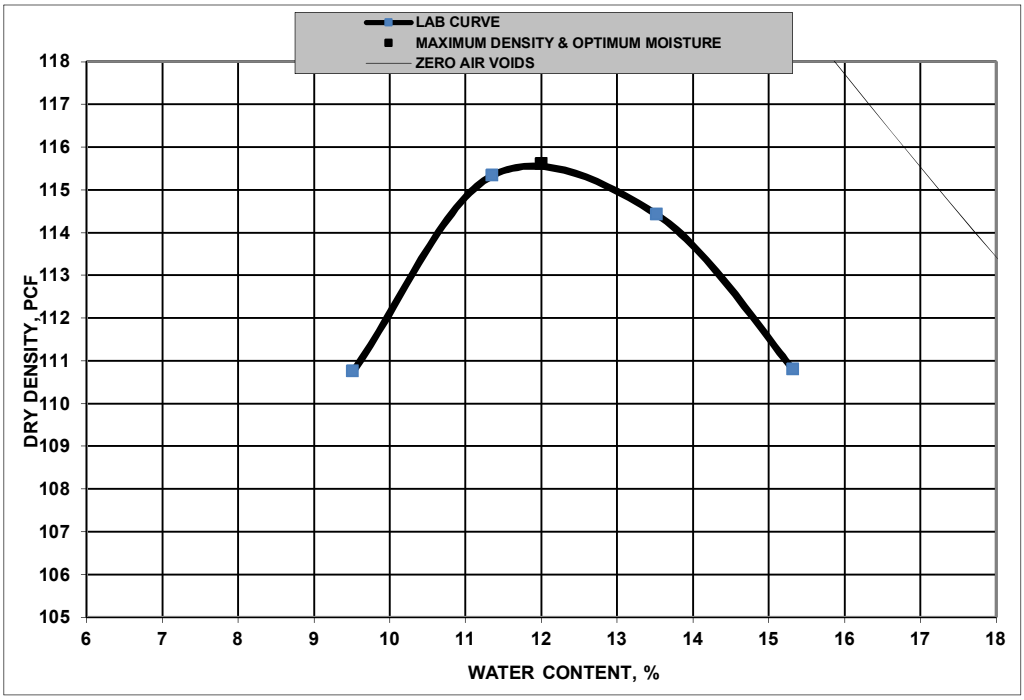
% CBR @ 0.1" **9.9**

RIMROCK ENGINEERING, INC.

PHYSICAL PROPERTIES OF SOIL/AGGREGATE

Client Name:	Morrison-Maierle	**Project No:**	G25185
		Date of Report:	12/16/2025
Project Name:	BLIA Shuttle Parking Lot	**Sample Location:**	B-1 to B-8
Project Location:	Billings, Montana	**Sample Depth:**	1'-3'
Sampled By:	Rimrock Engineering, Inc.	**Classification:**	Clayey Sand(SC)
Submitted By:	Rimrock Engineering, Inc.	**Date Sampled:**	11/25/2025

MOISTURE-DENSITY RELATIONSHIP

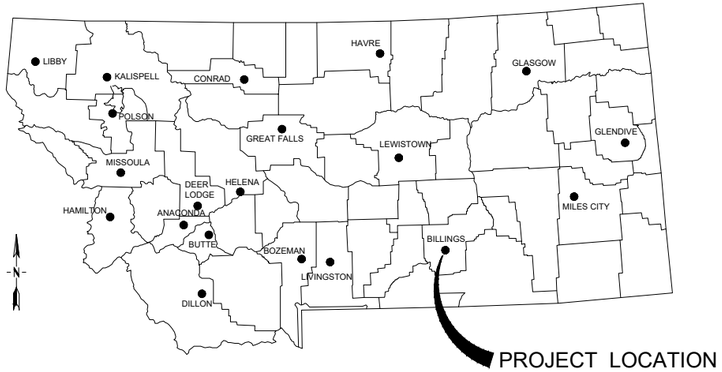


Maximum Density, PCF:	115.6
Optimum Moisture, %:	12.0
Test Method:	ASTM D698
Visual Classification:	Clayey Sand(SC)

100% CD DRAWINGS FOR

CITY OF BILLINGS
AVIATION AND TRANSIT DEPARTMENT
BILLINGS LOGAN INTERNATIONAL AIRPORT

WEST SHUTTLE PARKING LOT CONSTRUCTION
APRIL 2026



LOCATION MAP
NO SCALE

PREPARED BY:
Morrison Maierle
engineers ▪ surveyors ▪ planners ▪ scientists

315 N. 25th Street, Suite 102, Billings, MT 59101
Phone: 406.656.6000 | Fax: 406.237.1201



VICINITY MAP
NO SCALE

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811 Know what's below. Call before you dig.

APPROVED BY: _____
MONTANA DYLAN C. MAHONEY 108789 PE LICENSED PROFESSIONAL ENGINEER
DYLAN C. MAHONEY, P.E.
Project Manager

100% CD
APRIL 2026
SET NO. _____
MMI PROJECT NO. 2447.150.25

P:\2447-BIL\150.25 - SHUTTLE LOT\ACAD\SHEETS\COVER SHEET.DWG PLOTTED BY:KENT KUEHN ON Apr/03/2026

EXISTING LEGEND

- EXISTING BOLLARD
- EXISTING CLEANOUT
- EXISTING CURB STOP
- EXISTING CABLE TV PEDESTAL
- EXISTING RETROREFLECTIVE MARKER
- EXISTING ELECTRICAL JUNCTION BOX
- EXISTING ELECTRICAL PEDESTAL
- EXISTING ELECTRICAL METER
- EXISTING FIRE HYDRANT
- EXISTING NATURAL GAS METER
- EXISTING NATURAL GAS VALVE
- EXISTING GUY WIRE
- EXISTING HYDRANT VALVE
- EXISTING IRRIGATION CONTROL VALVE
- EXISTING LIGHT POLE
- EXISTING ELECTRICAL MANHOLE
- EXISTING FIBER OPTIC MANHOLE
- EXISTING SANITARY SEWER MANHOLE
- EXISTING STORM DRAIN MANHOLE
- EXISTING TELEPHONE MANHOLE
- EXISTING WATER MANHOLE
- EXISTING MONITORING WELL
- EXISTING POWER POLE
- EXISTING BASE MOUNTED RUNWAY/TAXIWAY LIGHT
- EXISTING FLUSH MOUNTED RUNWAY LIGHT
- EXISTING STORM DRAIN INLET
- EXISTING SIGN POST
- EXISTING SPRINKLER HEAD
- EXISTING SPRINKLER VALVE
- EXISTING CONIFEROUS TREE
- EXISTING DECIDUOUS TREE
- EXISTING TELEPHONE POLE
- EXISTING TRANSFORMER
- EXISTING TELEPHONE PEDESTAL
- EXISTING TAXIWAY LIGHT
- EXISTING WATER METER
- EXISTING WATER VALVE
- BORE HOLE

- EXISTING CULVERT
- EXISTING FLOWLINE
- EXISTING BARBED WIRE FENCE
- EXISTING CHAIN LINE FENCE
- EXISTING WOODEN FENCE
- EXISTING IRRIGATION LINE
- EXISTING STORM DRAIN
- EXISTING SANITARY SEWER
- EXISTING BURIED FIBER OPTIC
- EXISTING NATURAL GAS LINE
- EXISTING BURIED POWER
- EXISTING BURIED TELEPHONE
- EXISTING BURIED TELEVISION
- EXISTING OVERHEAD POWER
- EXISTING OVERHEAD TELEPHONE
- EXISTING BURIED PETROLEUM LINE
- EXISTING WATER MAIN
- EXISTING CONDUIT WITH EXISTING CABLE(S)
  CROSS HATCH DENOTES NUMBER OF CABLES IN CONDUIT
- EXISTING CURB AND GUTTER
- EXISTING ASPHALT
- EXISTING GRAVEL
- EXISTING BUILDING

PROPOSED LEGEND

- ACCESS ROAD PAVEMENT SECTION
- PARKING LOT PAVEMENT SECTION
- MILLINGS ROAD PAVEMENT SECTION
- ADDITIVE ALTERNATE NO. 1 FILL AREA
  SEE DRAWING C-7
- NEW RCP CULVERT WITH F.E.T.S.
- NEW DITCH FLOWLINE
- NEW POST AND CHAIN FENCE - SEE DETAILS 4/D-1 6/D-1
- 6" BOLLARD - SEE DETAIL 5/D-1

INDEX OF SHEETS

SHEET NUMBER	DRAWING NUMBER	SHEET TITLE
1		COVER SHEET
2	G-1	GENERAL LEGEND AND INDEX OF SHEETS
3	G-2	CONSTRUCTION SAFETY PHASING PLAN
4	G-3	SITE PLAN
5	C-1	PARKING LOT LAYOUT PLAN
6	C-2	PARKING LOT GRADING PLAN
7	C-3	PARKING LOT DRAINAGE PLAN AND PROFILE
8	C-4	POND OUTLET PLAN AND PROFILE
9	C-5	PARKING LOT SIGNING, STRIPING, AND FENCING PLAN
10	C-6	MILLINGS ROAD PLAN
11	D-1	DETAILS
12	D-2	DETAILS
13	D-3	DETAILS
14	C-7	ADDITIVE ALTERNATE NO. 1
15	E-1	ELECTRICAL SYMBOLS, ABBREVIATIONS & SCHEDULES
16	E-2	ELECTRICAL PARKING LOT LIGHTING PLAN
17	E-3	ELECTRICAL DETAILS
18	T-1	ICT SYMBOLS AND ABBREVIATIONS
19	T-2	ICT PARKING LOT PLAN
20	T-3	ICT DETAILS

100% CD
APRIL 2026

VERIFY SCALE AND COLOR!
THIS SHEET MAY BE REDUCED AND IS INTENDED TO BE IN COLOR. THE BAR BELOW WILL MEASURE ONE INCH AT ORIGINAL DESIGN SCALE AND RED, GREEN, AND BLUE WILL BE VISIBLE IF REPRODUCED CORRECTLY.
MODIFY SCALE ACCORDINGLY!

REVISIONS

NO.	DESCRIPTION	BY	DATE

PLOTTED BY:KENT KUEHN ON Apr/03/2026

Morrison Maierle
engineers ▪ surveyors ▪ planners ▪ scientists
315 North 25th Street, Suite 102, Billings, MT 59101
406.656.6000 www.m-m.net

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MONTANA
DYLAN C. MAHONEY
108769 PE
LICENSED PROFESSIONAL ENGINEER

DRAWN BY: KDK
DSGN. BY: DCM
APPR. BY: DCM
DATE: 04/2026
Q.C. REVIEW
BY: HEM
DATE: 04/2026

BILLINGS LOGAN INTERNATIONAL AIRPORT
WEST SHUTTLE PARKING LOT CONSTRUCTION
BILLINGS MONTANA

GENERAL LEGEND AND INDEX OF SHEETS

PROJECT NUMBER 2447.150.25
SHEET NUMBER 2
DRAWING NUMBER G-1

P:\2447.BIL\150.25 - SHUTTLE LOT\ACAD\SHEETS\LEGEND AND INDEX OF SHEETS.DWG

GENERAL NOTES

1. LOCATION OF EXISTING UTILITIES SHOWN ON THESE DRAWINGS ARE APPROXIMATE AND WERE TAKEN FROM THE BEST AVAILABLE RECORDS. PRIOR TO EXCAVATION THE CONTRACTOR SHALL FIELD VERIFY EXACT LOCATION OF ALL UTILITIES WHETHER OR NOT SHOWN ON THESE DRAWINGS. CONTRACTOR SHALL PROTECT ALL UTILITIES DURING CONSTRUCTION. THE CONTRACTOR SHALL SUPPORT OR TUNNEL UNDER EXISTING UTILITIES IN A MANNER THAT THE EXISTING UTILITIES ARE NOT DAMAGED OR DISTURBED. UNLESS OTHERWISE NOTED, ANY DISTURBANCE OR REPLACEMENT OF EXISTING UTILITIES SHALL BE INCIDENTAL TO THE PROJECT. IF REQUIRED, CONTRACTOR SHALL COORDINATE RELOCATION OF UTILITY WITH THE UTILITY OWNER. ALL UTILITIES ARE TO BE ADJUSTED AND/OR RELOCATED BY THE RESPECTIVE UTILITY COMPANIES UNLESS OTHERWISE INDICATED IN THESE DRAWINGS.
2. PRIOR TO BEGINNING OF CONSTRUCTION AND AFTER INSTALLATION, CONTRACTOR SHALL PLACE TEMPORARY EROSION CONTROL AT ALL PIPE AND MANHOLE INLETS THAT WILL BE AFFECTED BY THE CONSTRUCTION WORK AREA. GENERAL CONTRACTOR SHALL PROVIDE TEMPORARY CONSTRUCTION BEST MANAGEMENT PRACTICES (BMP) CHAPTER 6, BMP SELECTION AND IMPLEMENTATION, OF THE STORMWATER MANAGEMENT MANUAL FOR BILLINGS, MONTANA, MAY 2015. TEMPORARY BMP UNTIL VEGETATION IS ESTABLISHED AND PERMANENT BMP FUNCTIONAL.
3. ACCESS TO CAR WASH FACILITY AND TSA OFFICE SHALL BE MAINTAINED AT ALL TIMES.
4. THE AIRPORT IS HOSTING AN AIRSHOW AUGUST 20-23. THE PROJECT SHALL NOT BEGIN UNTIL AUGUST 24 FOLLOWING THE AIRSHOW.
5. ALL ELECTRICAL AND ICT INFRASTRUCTURE SHALL BE INSTALLED PRIOR TO PAVING.

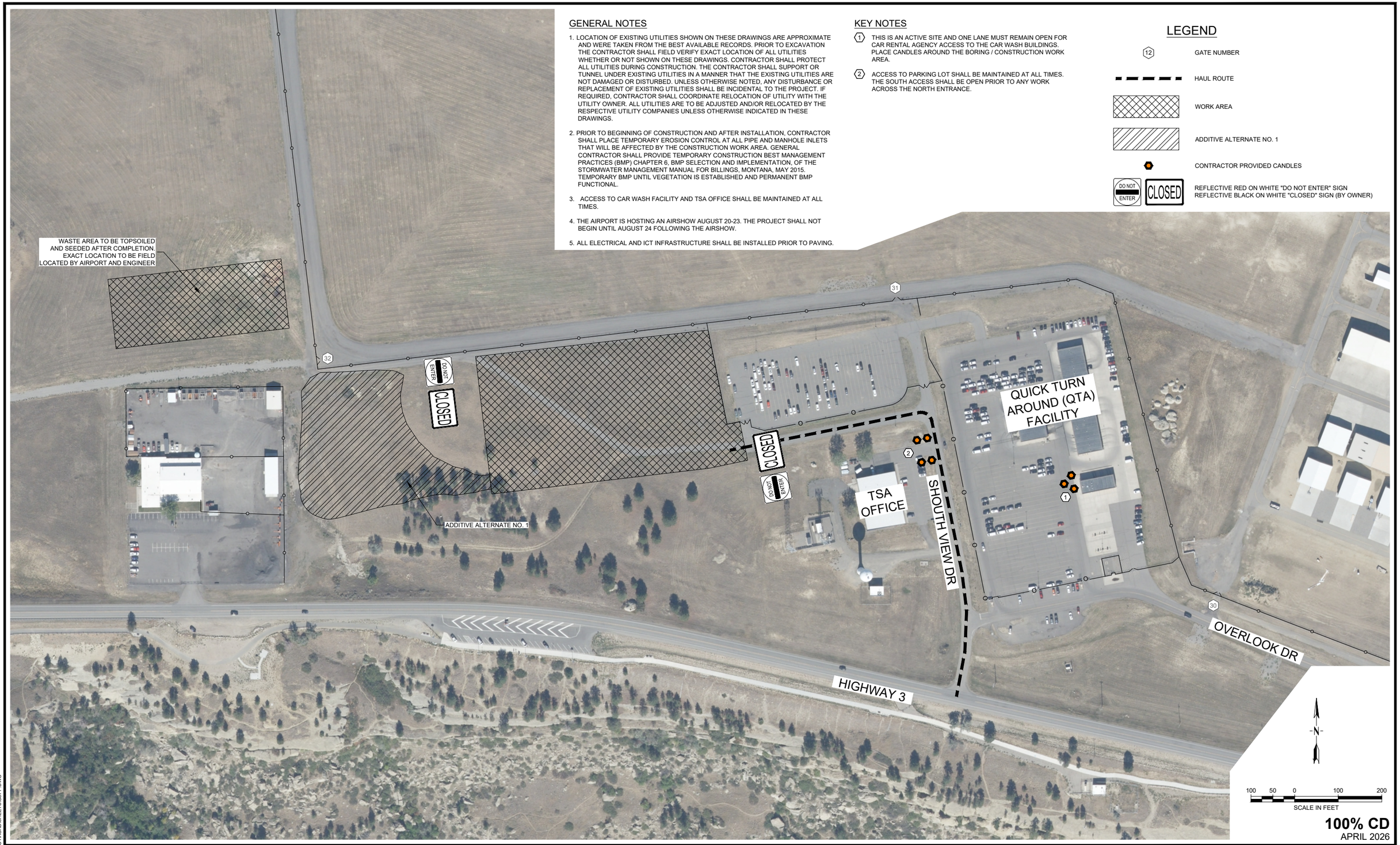
KEY NOTES

(1) THIS IS AN ACTIVE SITE AND ONE LANE MUST REMAIN OPEN FOR CAR RENTAL AGENCY ACCESS TO THE CAR WASH BUILDINGS. PLACE CANDLES AROUND THE BORING / CONSTRUCTION WORK AREA.

(2) ACCESS TO PARKING LOT SHALL BE MAINTAINED AT ALL TIMES. THE SOUTH ACCESS SHALL BE OPEN PRIOR TO ANY WORK ACROSS THE NORTH ENTRANCE.

LEGEND

- (12) GATE NUMBER
- HAUL ROUTE
- WORK AREA
- ADDITIVE ALTERNATE NO. 1
- CONTRACTOR PROVIDED CANDLES
- DO NOT ENTER / CLOSED — REFLECTIVE RED ON WHITE "DO NOT ENTER" SIGN; REFLECTIVE BLACK ON WHITE "CLOSED" SIGN (BY OWNER)



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DRAWN BY: KDK
DSGN. BY: DCM
APPR. BY: DCM
DATE: 04/2026
Q.C. REVIEW BY: HEM
DATE: 04/2026

BILLINGS LOGAN INTERNATIONAL AIRPORT
WEST SHUTTLE PARKING LOT CONSTRUCTION
BILLINGS MONTANA

CONSTRUCTION SAFETY PHASING PLAN

PROJECT NUMBER 2447.150.25
SHEET NUMBER 3
DRAWING NUMBER G-2

P:\2447-BILL\50.25 - SHUTTLE LOT\ACAD\SHEETS\CSPP.DWG

PROJECT SCOPE OF WORK

1. WEST SHUTTLE PARKING LOT CONSTRUCTION
2. ADDITIVE ALTERNATE NO. 1

LEGEND

- 12 — GATE NUMBER
- HAUL ROUTE
- WORK AREA
- ADDITIVE ALTERNATE NO. 1

ASPHALT MILLINGS STOCKPILE

WASTE AREA

2. ADDITIVE ALTERNATE NO. 1

1. WEST SHUTTLE PARKING LOT CONSTRUCTION

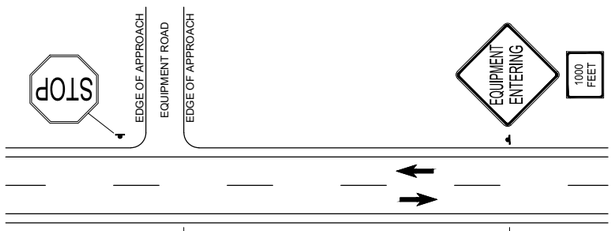
HIGHWAY 3

OVERLOOK DR

TW-OFA(III)

RIMTOP DR

HIGHWAY 318



NOTE:
SET UP THIS SIGN LAYOUT IN EACH TRAFFIC DIRECTION, AS NEEDED.

1 — TYPICAL ACCESS SIGNING DETAIL

NOT TO SCALE

N

600 300 0 600 1,200

SCALE IN FEET

100% CD

APRIL 2026

VERIFY SCALE!

THESE PRINTS MAY BE REDUCED. LINE BELOW MEASURES ONE INCH ON ORIGINAL DRAWING.

MODIFY SCALE ACCORDINGLY!

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WEST SHUTTLE PARKING LOT CONSTRUCTION

BILLINGS MONTANA

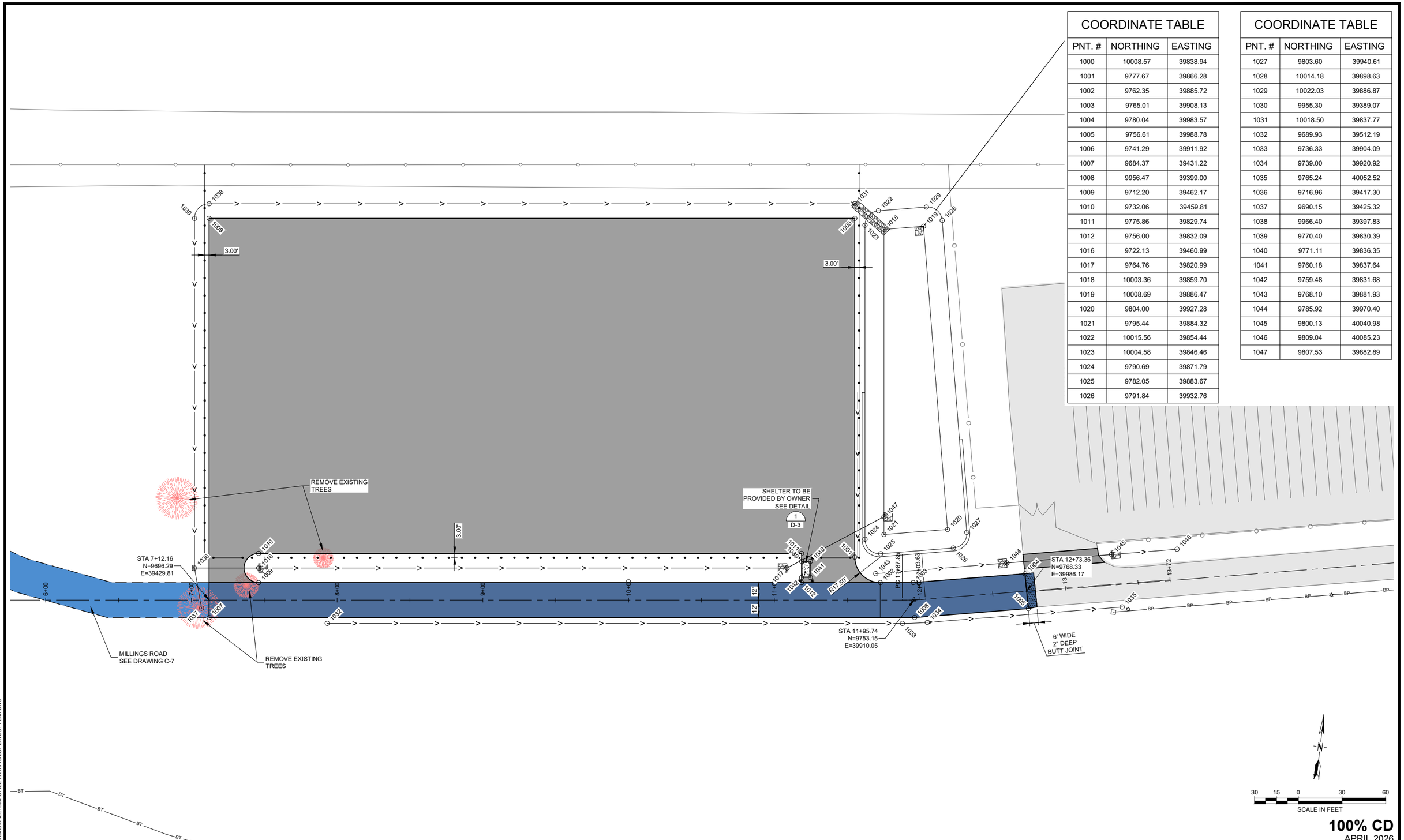
SITE PLAN

PROJECT NUMBER 2447.150.25
SHEET NUMBER 4
DRAWING NUMBER G-3

P:\2447-BIL\150.25 - SHUTTLE LOT\ACADSHEETS\SITE PLAN.DWG

COORDINATE TABLE		
PNT. #	NORTHING	EASTING
1000	10008.57	39838.94
1001	9777.67	39866.28
1002	9762.35	39885.72
1003	9765.01	39908.13
1004	9780.04	39983.57
1005	9756.61	39988.78
1006	9741.29	39911.92
1007	9684.37	39431.22
1008	9956.47	39399.00
1009	9712.20	39462.17
1010	9732.06	39459.81
1011	9775.86	39829.74
1012	9756.00	39832.09
1016	9722.13	39460.99
1017	9764.76	39820.99
1018	10003.36	39859.70
1019	10008.69	39886.47
1020	9804.00	39927.28
1021	9795.44	39884.32
1022	10015.56	39854.44
1023	10004.58	39846.46
1024	9790.69	39871.79
1025	9782.05	39883.67
1026	9791.84	39932.76

COORDINATE TABLE		
PNT. #	NORTHING	EASTING
1027	9803.60	39940.61
1028	10014.18	39898.63
1029	10022.03	39886.87
1030	9955.30	39389.07
1031	10018.50	39837.77
1032	9689.93	39512.19
1033	9736.33	39904.09
1034	9739.00	39920.92
1035	9765.24	40052.52
1036	9716.96	39417.30
1037	9690.15	39425.32
1038	9966.40	39397.83
1039	9770.40	39830.39
1040	9771.11	39836.35
1041	9760.18	39837.64
1042	9759.48	39831.68
1043	9768.10	39881.93
1044	9785.92	39970.40
1045	9800.13	40040.98
1046	9809.04	40085.23
1047	9807.53	39882.89



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APRIL 2026

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REVISIONS

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PLOTTED BY:KENT KUEHN ON Apr/03/2026

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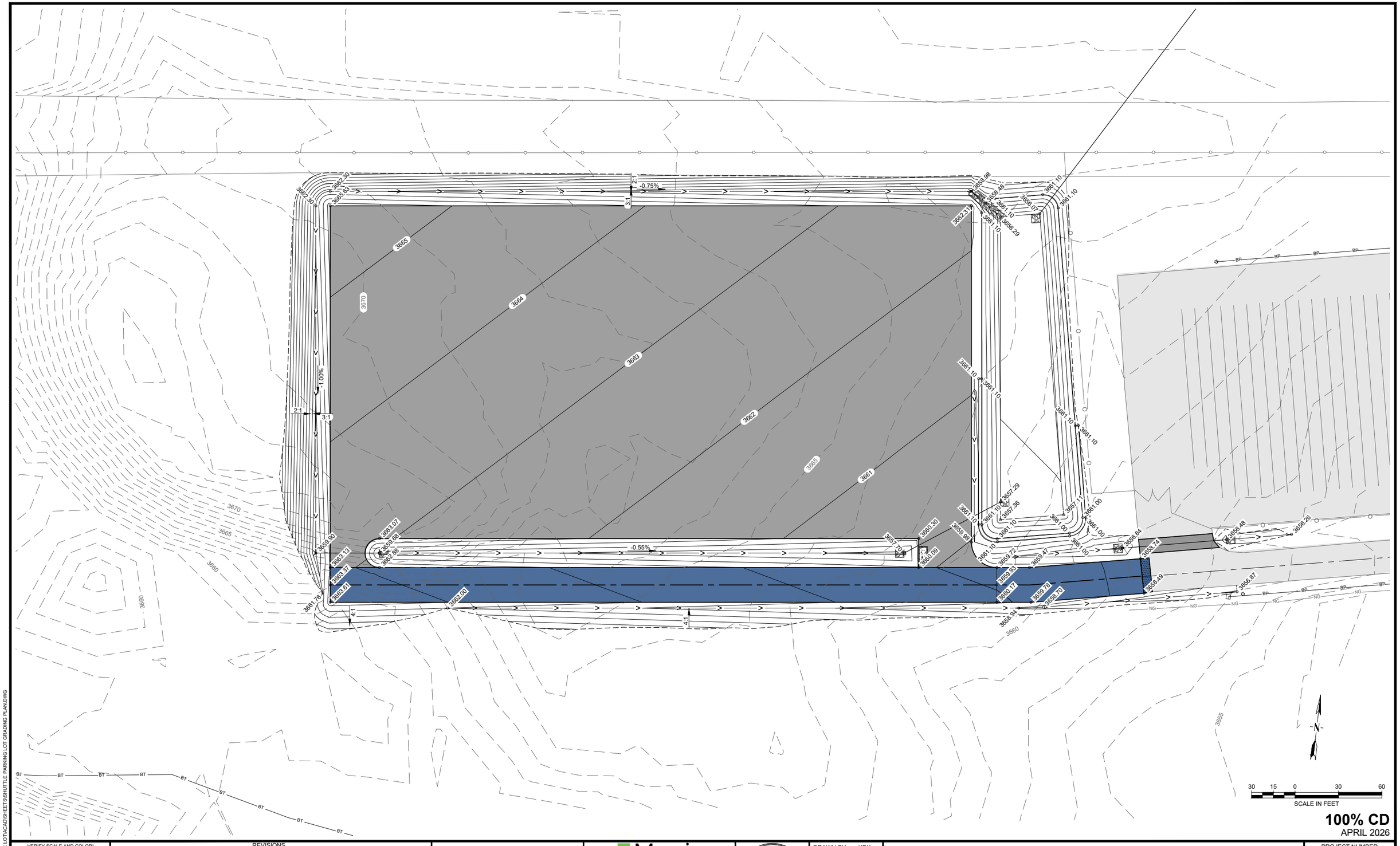
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DSGN. BY: DCM
APPR. BY: DCM
DATE: 04/2026
Q.C. REVIEW BY: HEM
DATE: 04/2026

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WEST SHUTTLE PARKING LOT CONSTRUCTION
BILLINGS MONTANA

PARKING LOT LAYOUT PLAN

PROJECT NUMBER 2447.150.25
SHEET NUMBER 5
DRAWING NUMBER C-1

P:\2447-BIL\150.25 - SHUTTLE LOT\ACAD\SHEETS\SHUTTLE PARKING LOT LAYOUT PLAN.DWG



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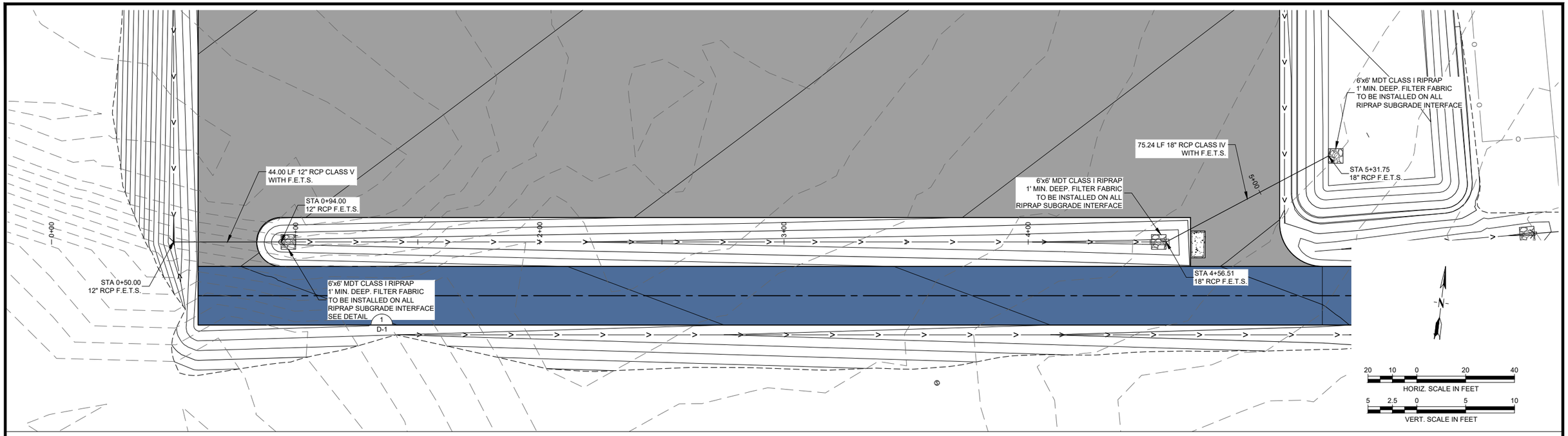
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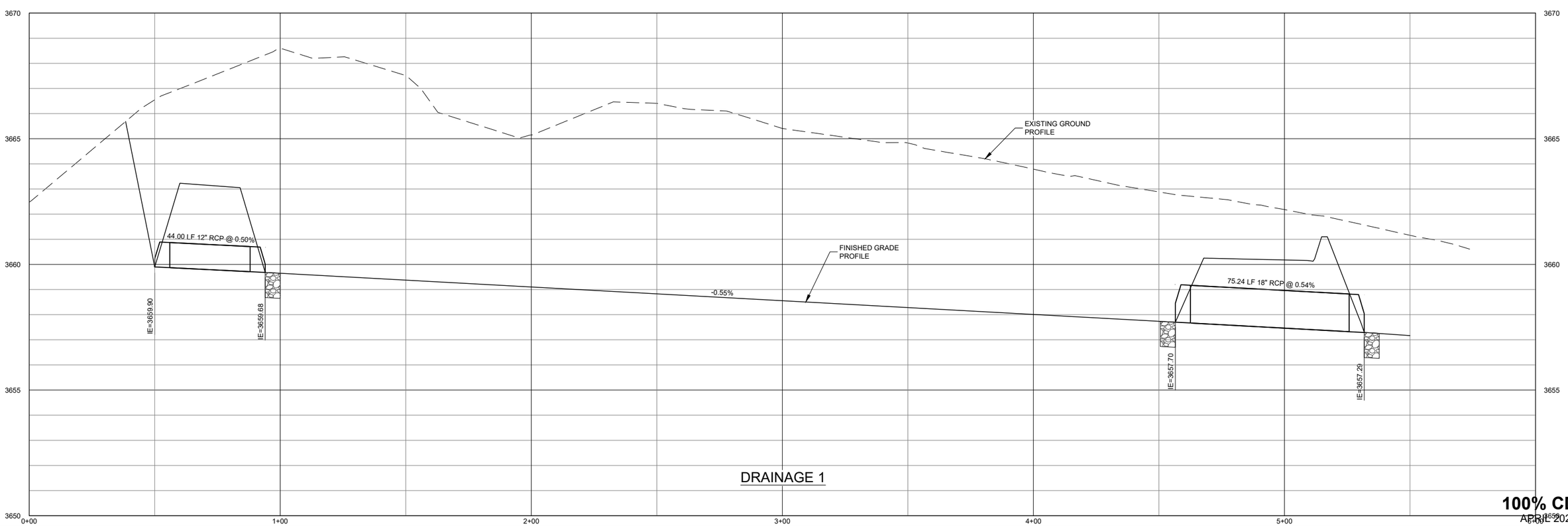
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WEST SHUTTLE PARKING LOT CONSTRUCTION
BILLINGS MONTANA

PARKING LOT GRADING PLAN

PROJECT NUMBER 2447.150.25
SHEET NUMBER 6
DRAWING NUMBER C-2

P:\2447-BIL\150.25 - SHUTTLE LOT\ACADSHEETS\SHUTTLE PARKING LOT GRADING PLAN.DWG





DRAINAGE 1

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APRIL 2026

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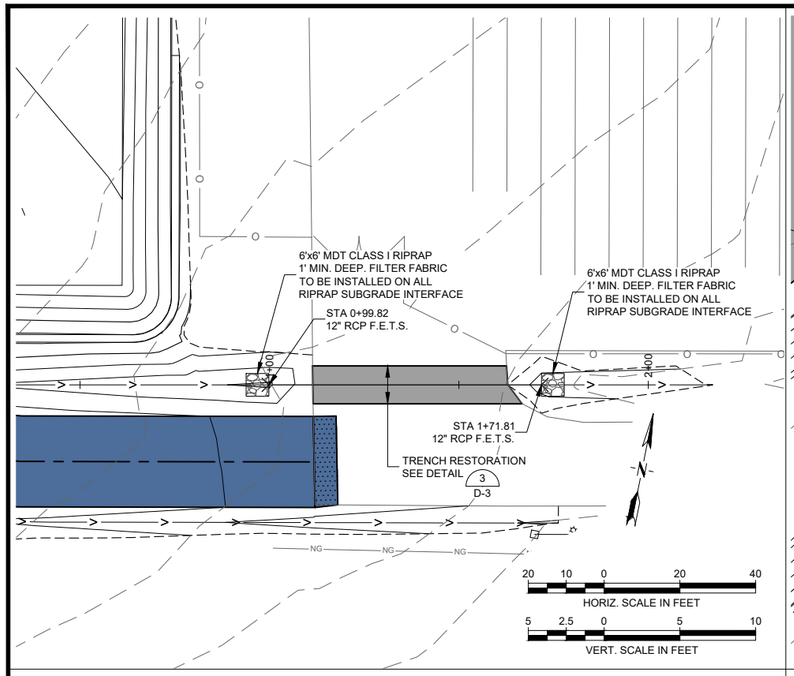
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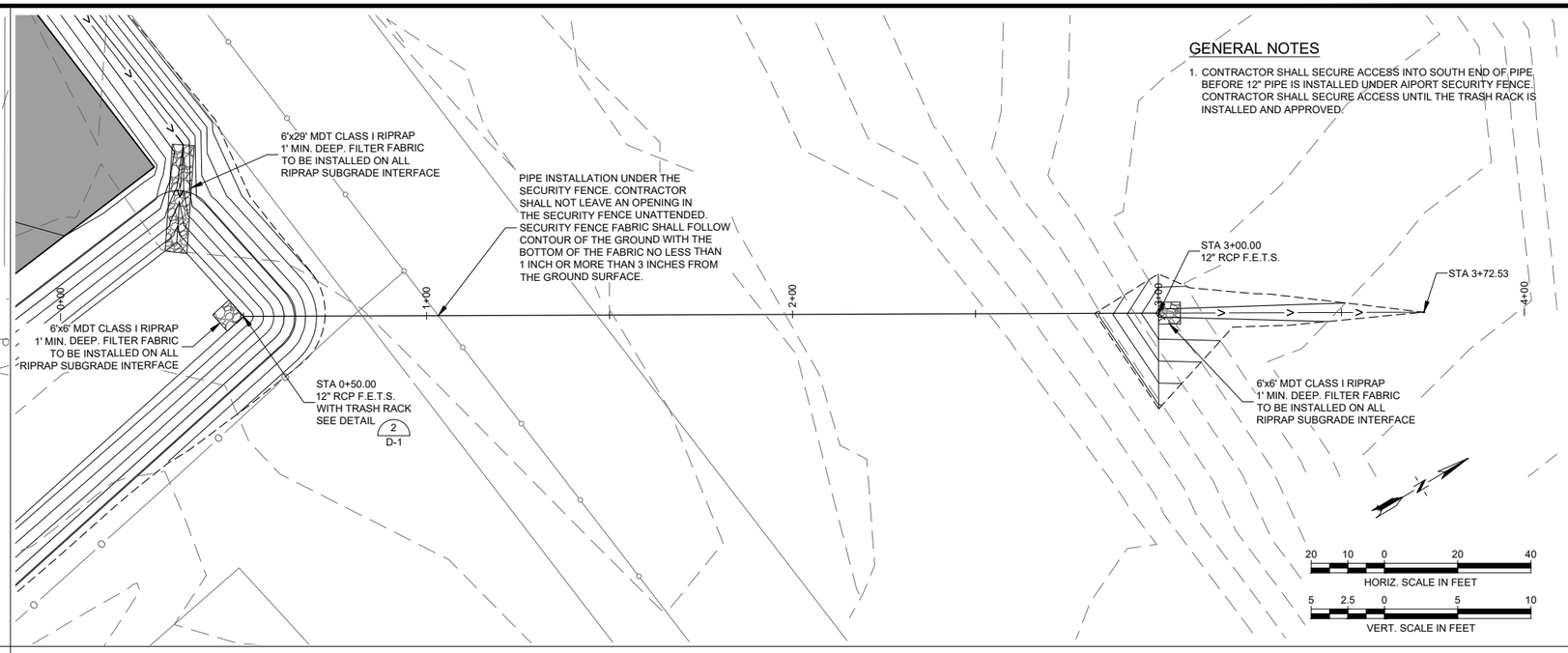
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WEST SHUTTLE PARKING LOT CONSTRUCTION
BILLINGS MONTANA

DRAINAGE 1 PLAN AND PROFILE

PROJECT NUMBER 2447.150.25
SHEET NUMBER 7
DRAWING NUMBER C-3

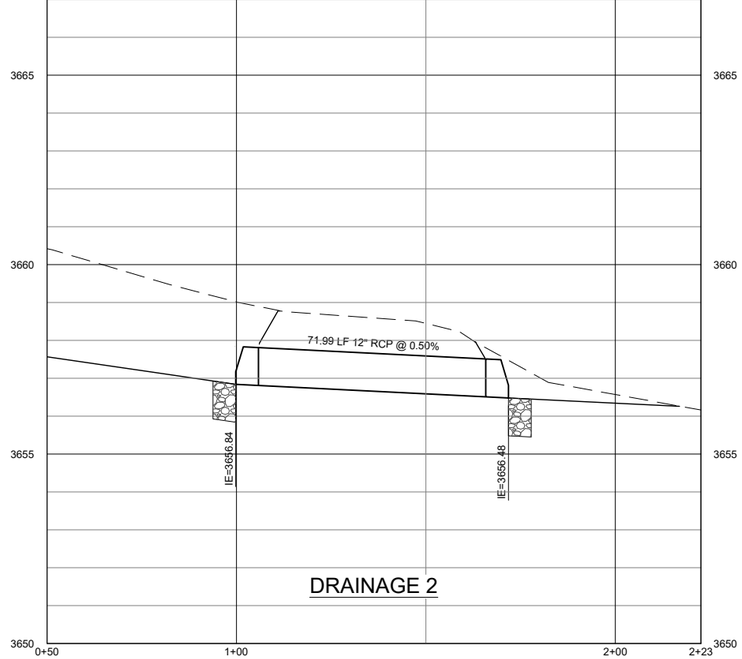
P:\2447.BIL\150.25 - SHUTTLE LOT\ACAD\SHEETS\PARKING LOT DRAINAGE PLAN AND PROFILE.DWG



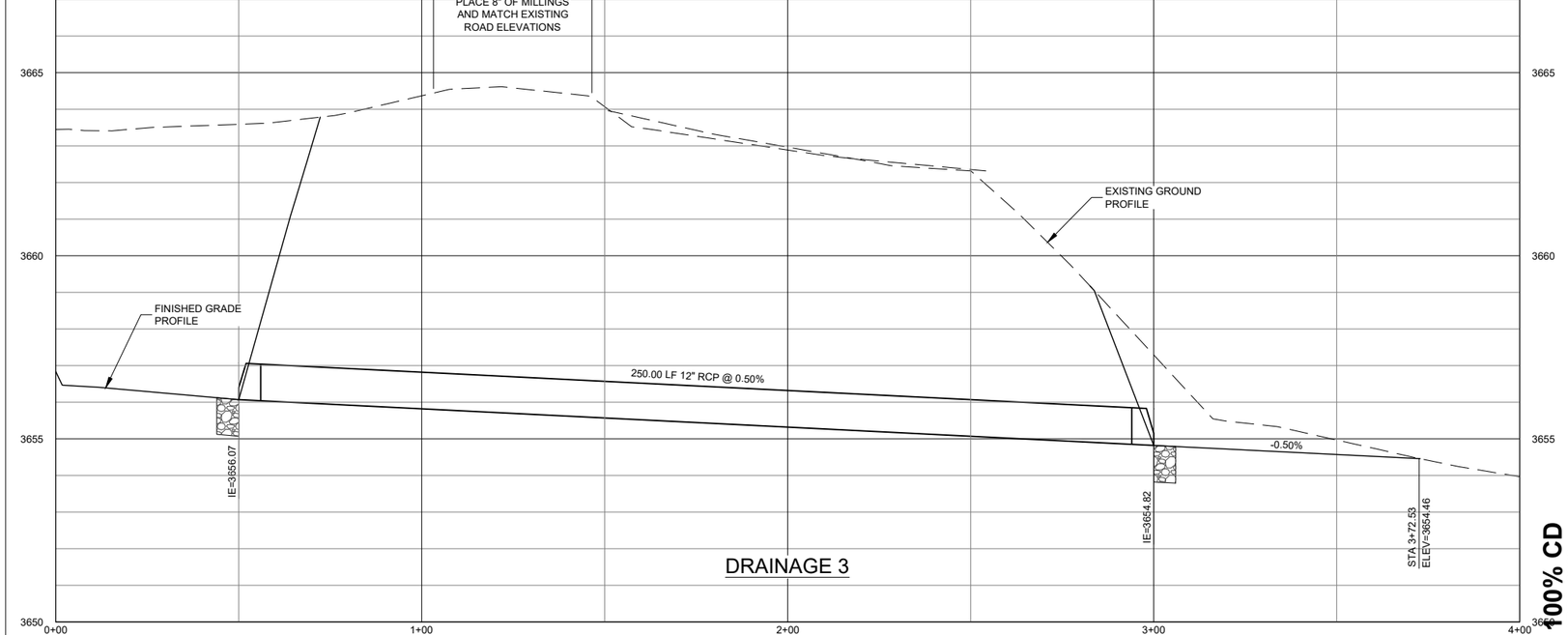


GENERAL NOTES

1. CONTRACTOR SHALL SECURE ACCESS INTO SOUTH END OF PIPE BEFORE 12" PIPE IS INSTALLED UNDER AIPORT SECURITY FENCE. CONTRACTOR SHALL SECURE ACCESS UNTIL THE TRASH RACK IS INSTALLED AND APPROVED.



DRAINAGE 2



DRAINAGE 3

100% CD
APRIL 2026

VERIFY SCALE AND COLOR!
THIS SHEET MAY BE REDUCED AND IS INTENDED TO BE IN COLOR. THE BAR BELOW WILL MEASURE ONE INCH AT ORIGINAL DESIGN SCALE AND RED, GREEN, AND BLUE WILL BE VISIBLE IF REPRODUCED CORRECTLY.
MODIFY SCALE ACCORDINGLY!

REVISIONS

NO.	DESCRIPTION	BY	DATE

PLOTTED BY:KENT KUEHN ON Apr/03/2026

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108789 PE
LICENSED PROFESSIONAL ENGINEER

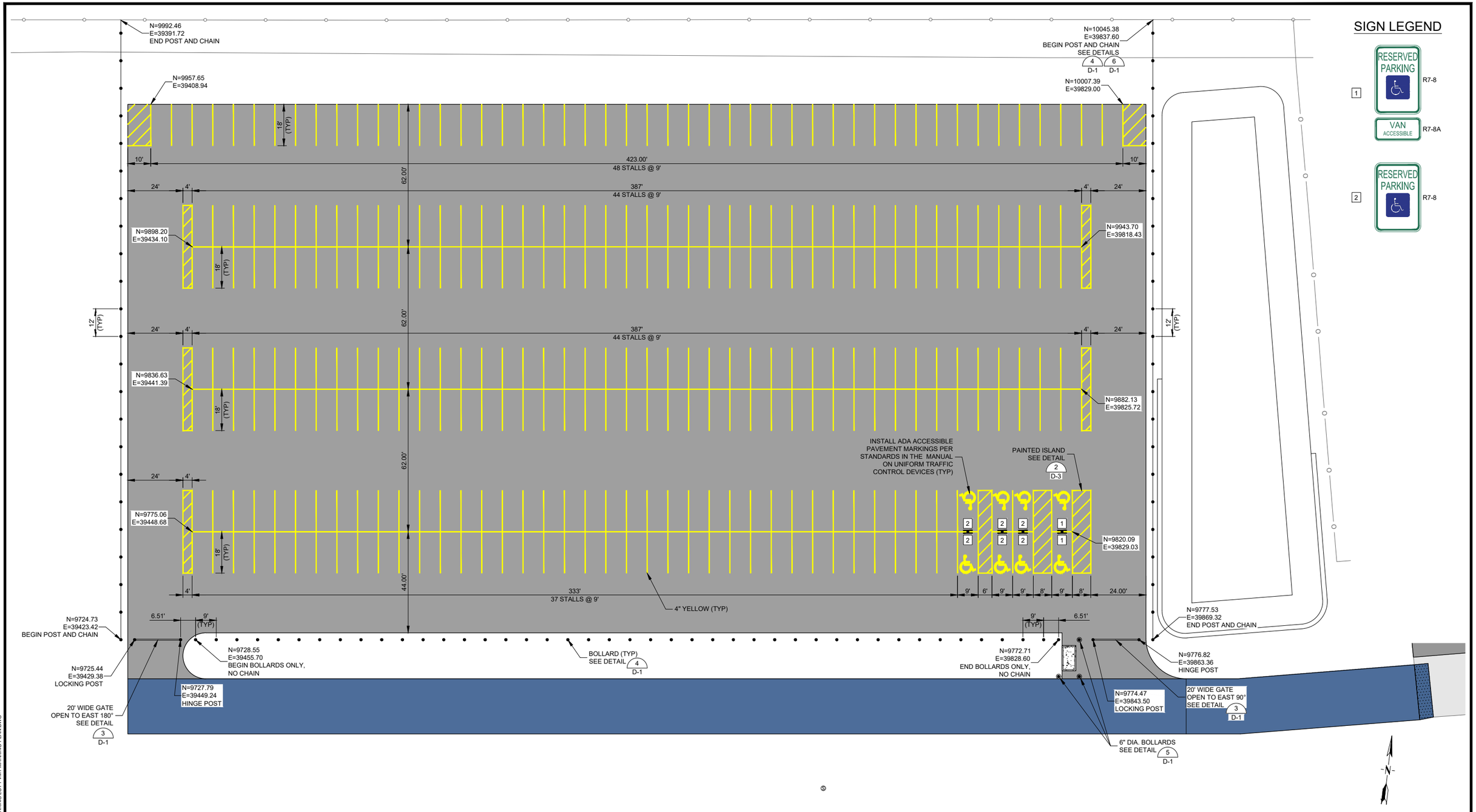
DRAWN BY: KDK
DSGN. BY: DCM
APPR. BY: DCM
DATE: 04/2026
Q.C. REVIEW BY: HEM
DATE: 04/2026

BILLINGS LOGAN INTERNATIONAL AIRPORT
WEST SHUTTLE PARKING LOT CONSTRUCTION
BILLINGS MONTANA

DRAINAGE 2 AND 3 PLAN AND PLOT

PROJECT NUMBER 2447.150.25
SHEET NUMBER 8
DRAWING NUMBER C-4

P:\2447.BILL\150.25 - SHUTTLE LOT\ACAD\SHEET\SPOND OUTLET PLAN AND PROFILE.DWG



SIGN LEGEND

1 — RESERVED PARKING — R7-8
VAN ACCESSIBLE — R7-8A

2 — RESERVED PARKING — R7-8

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APRIL 2026

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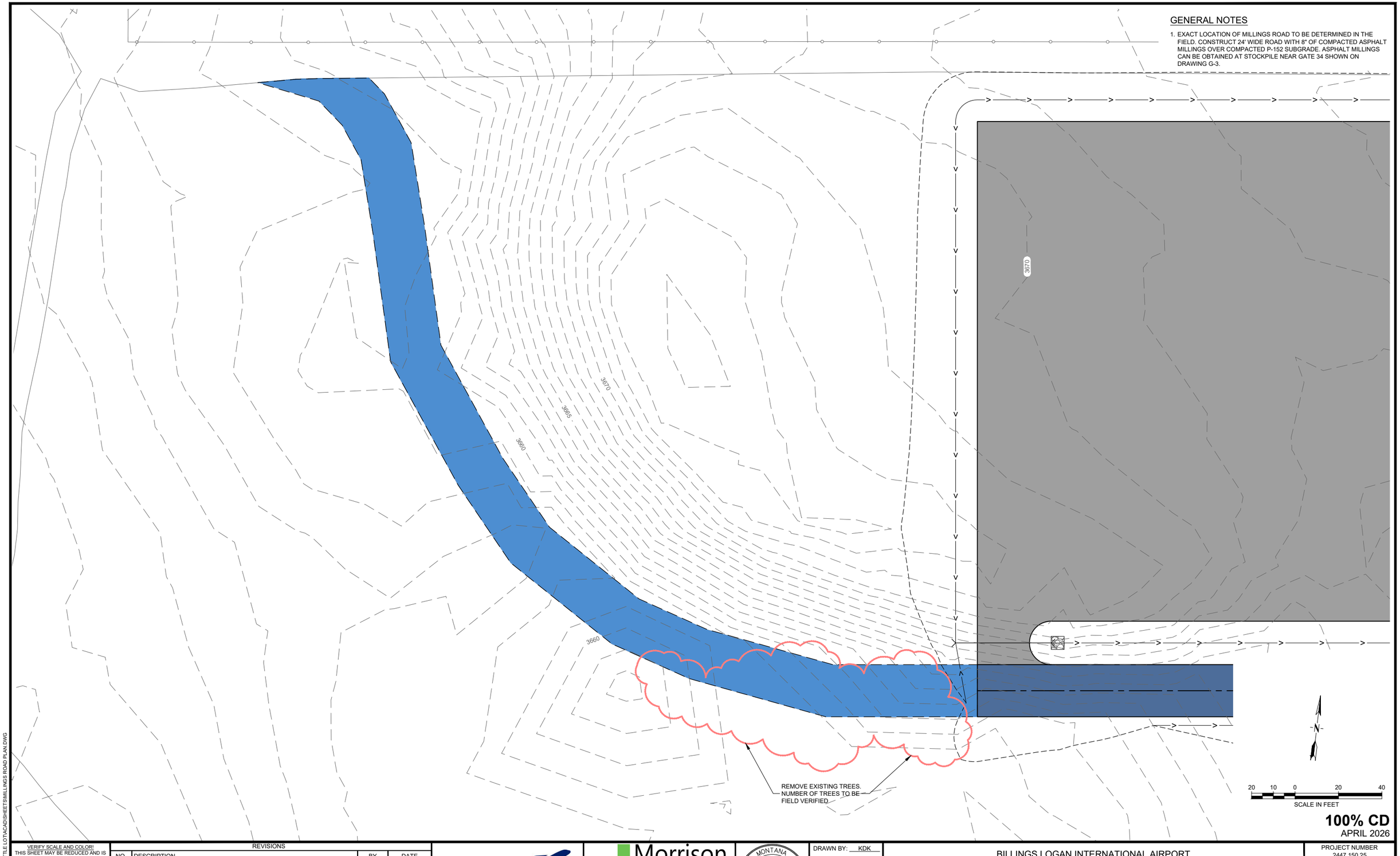
PARKING LOT SIGNING, STRIPING, AND FENCING PLAN

PROJECT NUMBER 2447.150.25
SHEET NUMBER 9
DRAWING NUMBER C-5

P:\2447-BIL\150.25 - SHUTTLE LOT\CAD\SHEETS\SHUTTLE PARKING LOT PVMT MARKING PLAN.DWG

GENERAL NOTES

1. EXACT LOCATION OF MILLINGS ROAD TO BE DETERMINED IN THE FIELD. CONSTRUCT 24' WIDE ROAD WITH 8" OF COMPACTED ASPHALT MILLINGS OVER COMPACTED P-152 SUBGRADE. ASPHALT MILLINGS CAN BE OBTAINED AT STOCKPILE NEAR GATE 34 SHOWN ON DRAWING G-3.



100% CD
APRIL 2026

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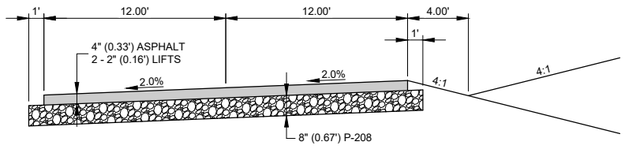
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MILLINGS ROAD PLAN

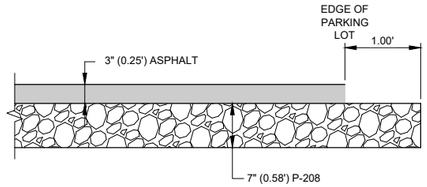
PROJECT NUMBER 2447.150.25
SHEET NUMBER 10
DRAWING NUMBER C-6

P:\2447.BIL\150.25 - SHUTTLE LOT\ACAD\SHEETS\MILLINGS ROAD PLAN.DWG

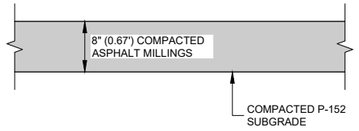


ACCESS ROAD TYPICAL SECTION

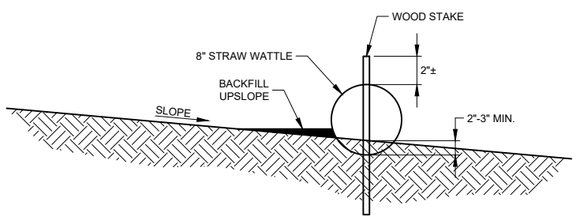
STA 7+12.16 TO STA 12+73.36



TYPICAL PARKING LOT PAVEMENT SECTION

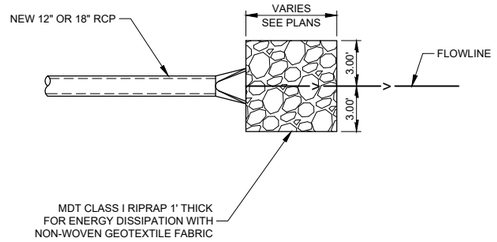


MILLING ROAD PAVEMENT SECTION

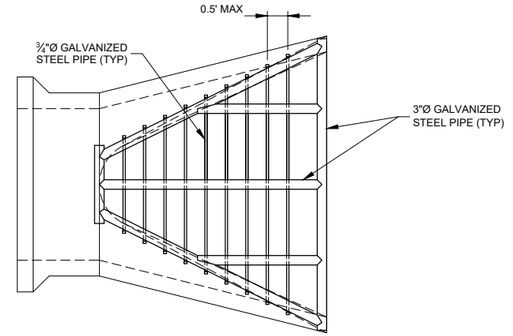


NOTE:
PRIOR TO BEGINNING OF CONSTRUCTION AND AFTER INSTALLATION, CONTRACTOR SHALL PLACE TEMPORARY EROSION CONTROL AT ALL PIPE AND MANHOLE INLETS THAT WILL BE AFFECTED BY THE CONSTRUCTION WORK AREA. CONTRACTOR SHALL BE RESPONSIBLE TO USE BEST MANAGEMENT PRACTICE IN PLACING EROSION CONTROL AS CONSTRUCTION ACTIVITIES DICTATE. CONTRACTOR'S LAYOUT SHALL BE APPROVED BY ENGINEER.

3 C-3 C-4 — STRAW WATTLE DETAIL
NOT TO SCALE

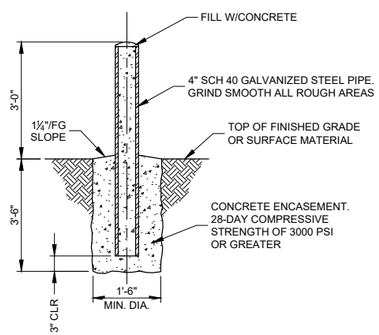


1 C-3 C-4 — RIPRAP DETAIL
NOT TO SCALE

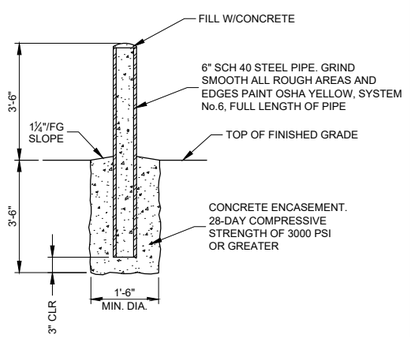


NOTES:
1. WELD JOINTS OF 3" PIPE, CLEAN WELD AND SPRAY WITH GALVANIZED PAINT.
2. CAP ENDS OF ¾" PIPES.
3. ATTACH PANELS TO CONCRETE WALL WITH ¼"x2" GALVANIZED STRAPS, SHAPED TO FIT 3" PIPE, ANCHOR BOLTS EACH END OF STRAP.

2 C-4 — 12" FLARED END TERMINAL SECTION TRASH RACK DETAIL
NOT TO SCALE



4 C-5 — 4" BOLLARD DETAIL
NOT TO SCALE



5 C-5 — 6" BOLLARD DETAIL
NOT TO SCALE



GENERAL NOTES

1. CHAIN SHALL BE 5/16" GALVANIZED LIGHT LOAD BEARING CHAIN OR APPROVED EQUAL. THREADED CHAIN LINK TO BE WELDED ON BOLLARD SHALL BE SAME SIZE AS CHAIN.
2. WELDED AREA SHALL BE PAINTED WITH APPROVED GALVANIZED COLORED PAINT.

6 C-5 — POST AND CHAIN DETAIL
NOT TO SCALE

100% CD
APRIL 2026

VERIFY SCALE!
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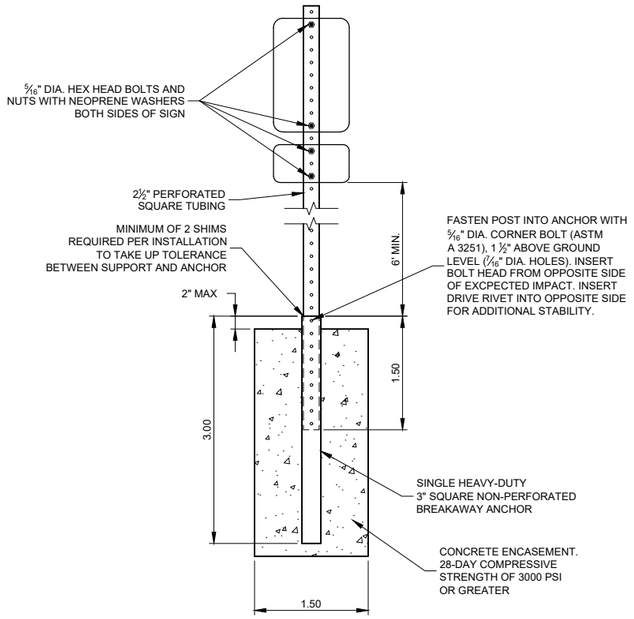
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APPR. BY: DCM
DATE: 04/2026
Q.C. REVIEW BY: HEM
DATE: 04/2026

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WEST SHUTTLE PARKING LOT CONSTRUCTION
BILLINGS MONTANA

DETAILS

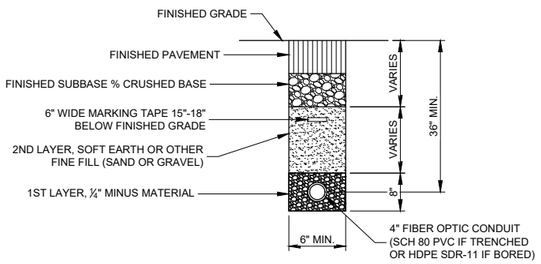
PROJECT NUMBER 2447.150.25
SHEET NUMBER 11
DRAWING NUMBER D-1

P:\2447-BIL\150.25 - SHUTTLE LOT\CAD\SHEETS\DETAILS.DWG



1 C-5 SIGN POST DETAIL

SCALE: 1" = 1'

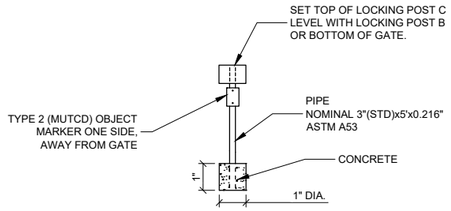


2 T-2 COMMUNICATION TRENCH DETAIL

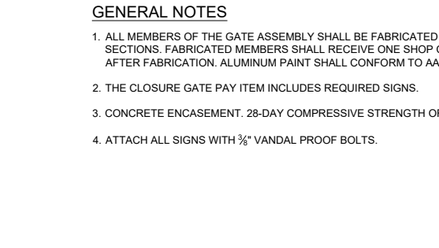
NOT TO SCALE

GENERAL NOTES

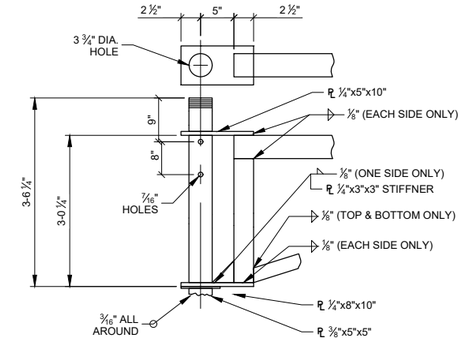
1. ALL MEMBERS OF THE GATE ASSEMBLY SHALL BE FABRICATED FROM STANDARD STEEL SECTIONS. FABRICATED MEMBERS SHALL RECEIVE ONE SHOP COAT OF ALUMINUM PAINT AFTER FABRICATION. ALUMINUM PAINT SHALL CONFORM TO AASHTO M69, TYPE II.
2. THE CLOSURE GATE PAY ITEM INCLUDES REQUIRED SIGNS.
3. CONCRETE ENCASEMENT. 28-DAY COMPRESSIVE STRENGTH OF 3000 PSI OR GREATER.
4. ATTACH ALL SIGNS WITH ⅜" VANDAL PROOF BOLTS.



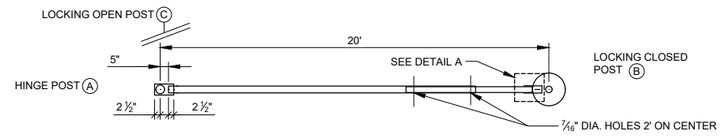
LOCKING OPEN POST ©



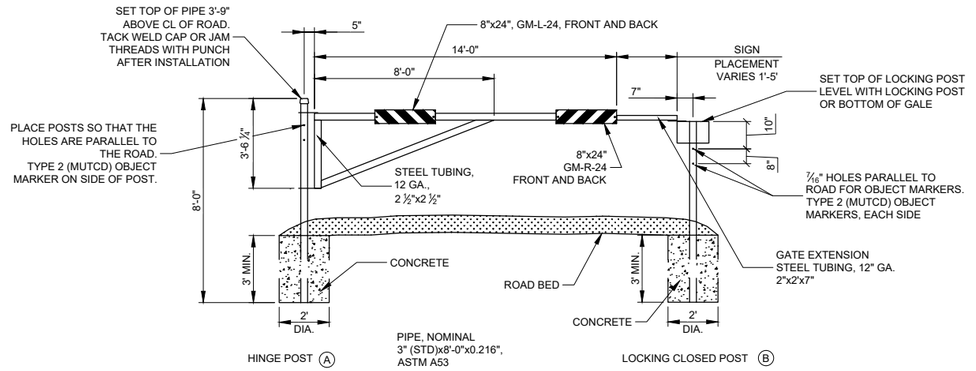
DETAIL A



HINGE DETAIL



PLAN VIEW



ELEVATION VIEW

3 C-5 GATE DETAIL

NOT TO SCALE

100% CD
APRIL 2026

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REVISIONS			
NO.	DESCRIPTION	BY	DATE

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APPR. BY: DCM
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Q.C. REVIEW BY: HEM
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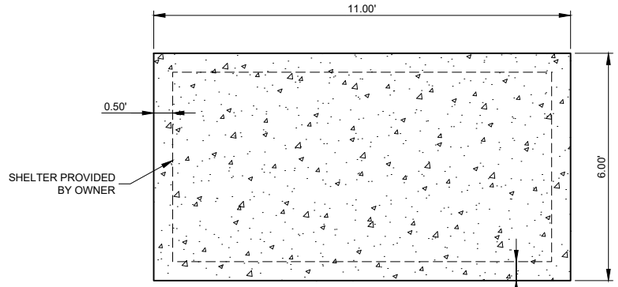
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WEST SHUTTLE PARKING LOT CONSTRUCTION
BILLINGS MONTANA

DETAILS

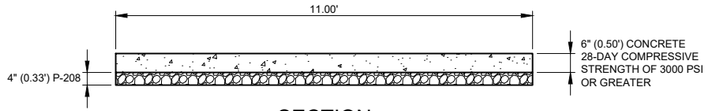
PROJECT NUMBER 2447.150.25
SHEET NUMBER 12
DRAWING NUMBER D-2

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PLAN

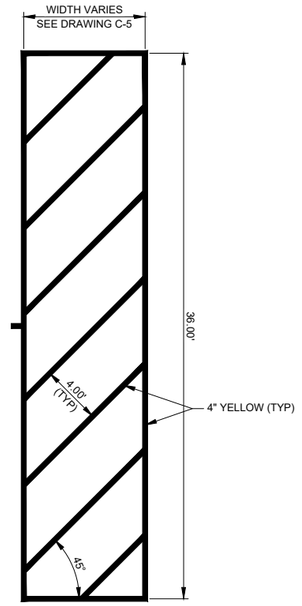


SECTION

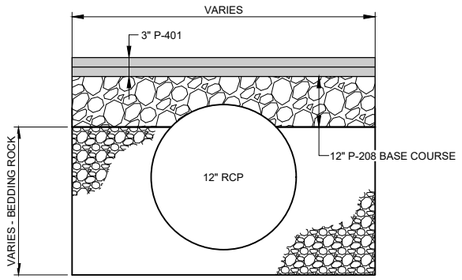
GENERAL NOTES

1. CONCRETE SHALL BE 4,000 PSI COMPRESSIVE 28-DAY STRENGTH, EXTERIOR MIX WITH 6% ± 2% AIR ENTRAINMENT.
2. REINFORCEMENT SHALL BE 3" X 3" X 10 GAUGE WELDED WIRE MESH OR APPROVED EQUAL.
3. BASE SHALL BE BROOM FINISHED.
4. SHELTER WILL BE MOVED TO PARKING LOT CONSTRUCTION SITE BY THE AIRPORT. SHELTER SHALL BE REMOVED FROM EXISTING CONCRETE BASE AND BOLTED TO THE NEW BASE USING EXISTING OR APPROVED CONCRETE ANCHORS.

1 / C-1 SHELTER DETAIL
NOT TO SCALE



2 / C-5 PAINTED ISLAND DETAIL
SCALE: 1" = 5'



3 / C-4 ASPHALT RESTORATION DETAIL
NOT TO SCALE

100% CD
APRIL 2026

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BILLINGS MONTANA

DETAILS

PROJECT NUMBER 2447.150.25
SHEET NUMBER 13
DRAWING NUMBER D-3

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GENERAL NOTES

1. ADDITIVE ALTERNATIVE WILL INCLUDE PLACING AND COMPACTING EXCAVATED MATERIAL FROM SCHEDULE 1 IN AREA SHOWN BELOW INSTEAD OF DESIGNATED WASTE AREA. ANY MATERIAL NOT USED IN ADDITIVE ALTERNATIVE #1 WILL BE PLACED IN WASTE AREA.
2. ADDITIVE ALTERNATE AREA SHALL BE TREATED AS EMBANKMENT PER SPECIFICATION SECTION P-152. TOPSOIL SHALL BE REMOVED PRIOR TO ANY MATERIAL PLACEMENT IN ADDITIVE ALTERNATE NO. 1.
3. UPON COMPLETION OF EMBANKMENT IN ADDITIVE ALTERNATE AREA, ALL DISTURBED GROUND SHALL BE TOPSOILED, SEEDED AND HYDROMULCHED PER THE SPECIFICATIONS.

GRADING LIMITS (TYP)

GRADING LIMITS (TYP)

GRADING LIMITS (TYP)

GRADING LIMITS (TYP)

REMOVE EXISTING TREES. NUMBER OF TREES TO BE FIELD VERIFIED

3656 3657 3658 3659 3660 3661 3662 3663 3664 3665 3666 3670

N

20 10 0 20 40
SCALE IN FEET

100% CD
APRIL 2026

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ADDITIVE ALTERNATE NO. 1

PROJECT NUMBER 2447.150.25
SHEET NUMBER 14
DRAWING NUMBER C-7

P:\2447.BIL\150.25 - SHUTTLE LOT\ACAD\SHEETS\ADDITIVE ALTERNATE NO 1.DWG

ABBREVIATIONS AND SYMBOLS GENERAL NOTES

A. THE ABBREVIATIONS ON THIS SHEET COMPRISE A STANDARD LIST; NOT ALL ABBREVIATIONS APPEAR ON THIS PROJECT.
B. THE SYMBOLS ON THIS SHEET COMPRISE A STANDARD LIST; NOT ALL SYMBOLS APPEAR ON THIS PROJECT.
C. ALL MOUNTING HEIGHTS ARE TO CENTER OF DEVICE ABOVE FINISHED FLOOR, UNLESS NOTED OTHERWISE. ELECTRICAL CONTRACTOR SHALL COORDINATE WITH OTHER CONTRACTORS, MAKING ADJUSTMENTS AS REQUIRED TO AVOID INTERFERENCE WITH EQUIPMENT SUCH AS BASEBOARD FIN-TUBE, CABINET UNIT HEATERS, ETC. ARCHITECT/ENGINEER SHALL BE NOTIFIED OF ALL SUCH HEIGHT ADJUSTMENTS. MOUNTING HEIGHTS INDICATED ON ARCHITECTURAL WALL ELEVATIONS OR AS NOTED SPECIFICALLY ON THE DRAWINGS OR IN THE SPECIFICATIONS SHALL TAKE PRECEDENCE OVER MOUNTING HEIGHTS LISTED.

ELECTRICAL ABBREVIATIONS LEGEND

A, AMP	AMPERES
AC	ALTERNATING CURRENT
A/C	AIR CONDITIONING
AF	AMP FUSE
AFC	AVAILABLE FAULT CURRENT
AFCI	ARC FAULT CIRCUIT INTERRUPTER
AFF	ABOVE FINISHED FLOOR
AFG	ABOVE FINISHED GRADE
AHU	AIR HANDLING UNIT
AL	ALUMINUM
AS	AMP SWITCH
ATS	AUTOMATIC TRANSFER SWITCH
BAS	BUILDING AUTOMATION SYSTEM
BKR	BREAKER
BOF	BOTTOM OF FIXTURE
C	RACEWAY/CONDUIT
CB	CIRCUIT BREAKER
CCT	COLOR RENDERING TEMPERATURE
CCTV	CLOSED CIRCUIT TELEVISION
CKT	CIRCUIT
CLG	CEILING
C.O.	RACEWAY/CONDUIT ONLY, WITH PULL STRING
COD	CENTER OF DEVICE
CNTRL	CONTROL
CU	COPPER
(D)	EXISTING TO BE DEMOLISHED
DISC	DISCONNECT
DIST	DISTRIBUTION
DPDT	DOUBLE POLE DOUBLE THROW
DWG	DRAWING
EA	EACH
EC	ELECTRICAL CONTRACTOR
EF	EXHAUST FAN
ELEC	ELECTRIC
EMT	ELECTRICAL METALLIC TUBING
EQUIP	EQUIPMENT
EX, EXIST	EXISTING
FA	FIRE ALARM
FAA	FIRE ALARM ANNUNCIATOR
FACP	FIRE ALARM CONTROL PANEL
FD	FUSED DISCONNECT
FLR	FLOOR
FO	FIBER OPTIC
FSD	FIRE SMOKE DAMPER RELAY, CONTROLLED BY ASSOCIATED SMOKE DETECTOR AND CIRCUITED BACK TO FACP
FVNR	FULL VOLTAGE NON-REVERSING
FVR	FULL VOLTAGE REVERSING
GEC	GROUNDED ELECTRODE CONDUCTOR
GFCI	GROUND FAULT CIRCUIT INTERRUPTER
GFI	GROUND FAULT INTERRUPTER
GFP	GROUND FAULT PROTECTION
GND	GROUND
GRC	GALVANIZED RIGID CONDUIT
HID	HIGH INTENSITY DISCHARGE
HOA	HAND-OFF-AUTOMATIC
HP	HORSEPOWER
HPS	HIGH PRESSURE SODIUM
HTR	HEATER
HVAC	HEATING, VENTILATION & AIR CONDITIONING
HZ	HERTZ
J-BOX	JUNCTION BOX
KVA	KILOVOLT-AMPERES
KW	KILOWATTS
LCP	LIGHTING CONTROL PANEL
LPW	LUMENS PER WATT
LTG	LIGHTING
LM	LUMENS
LV	LOW VOLTAGE
MAG	MAGNETIC STARTER
MAN	MANUAL
MAX	MAXIMUM
MC	MECHANICAL CONTRACTOR
MCA	MINIMUM CIRCUIT AMPACITY
MCC	MOTOR CONTROL CENTER
MDP	MAIN DISTRIBUTION PANEL
MECH	MECHANICAL
MEP	MECHANICAL, ELECTRICAL, PLUMBING
MH	METAL HALIDE
MIN	MINIMUM
MOCP	MAXIMUM OVERCURRENT PROTECTION
MSS	MOTOR STARTER SWITCH WITH THERMAL OVERLOADS
N	NEUTRAL
NC	NORMALLY CLOSED
NEC	NATIONAL ELECTRIC CODE
NEMA	NATIONAL ELECTRICAL MANUFACTURERS ASSOCIATION
NFD	NON-FUSED DISCONNECT
NL	NIGHT LIGHT, UN-SWITCHED 24/7 OPERATION
NIC	NOT IN CONTRACT
NO	NORMALLY OPEN
#	NUMBER
OAE	OR APPROVED EQUAL
OC	ON CENTER
OCPD	OVERCURRENT PROTECTIVE DEVICE
OH	OVERHEAD
P	POLE
PB	PUSHBUTTON
PC	PLUMBING CONTRACTOR
PH	PHASE
PNL	PANEL
PVC	POLYVINYL CHLORIDE CONDUIT
PWR	POWER
(R)	EXISTING TO REMAIN
RCPT	RECEPTACLE
RECEPT	RECEPTACLE
RGS	RIGID GALVANIZED STEEL
RM	ROOM
RVNR	REDUCED VOLTAGE NON-REVERSING
RVR	REDUCED VOLTAGE REVERSING
SP	SINGLE POLE TOGGLE SWITCH
SPD	SURGE PROTECTIVE DEVICE (TVSS)
SPEC	SPECIFICATION
SPST	SINGLE POLE SINGLE THROW
SSPB	START-STOP PUSHBUTTON
SW	SWITCH
SWBD	SWITCHBOARD
SWGR	SWITCHGEAR
TB	TELEPHONE BOARD
TC	TIME CLOCK
TD	TIME DELAY
TEL	TELEPHONE
TR	TAMPER RESISTANT
TSP	TWISTED SHIELDED PAIR
TTB	TELEPHONE TERMINAL BOARD
TYP	TYPICAL
UG	UNDERGROUND
UH	UNIT HEATER
UNO	UNLESS NOTED OTHERWISE
V	VOLT
VA	VOLT-AMPERES
VFD	VARIABLE FREQUENCY DRIVE
W	WATTS
WAO	WORK AREA OUTLET
WP	WEATHERPROOF
WPI	WEATHERPROOF WHILE-IN-USE
WR	WEATHER RESISTANT
W/O	WITHOUT
XFMR	TRANSFORMER
Y	WYE-CONNECTED
Δ	DELTA-CONNECTED
ø	PHASE

ELECTRICAL LEGEND

- POLE MOUNTED FIXTURE
- UTILITY ELECTRIC METER AND BASE (BASE BY CUSTOMER)
- LIGHTNING ARRESTER, TYPE 1 SPD, MOUNTED ON EXTERIOR OF MAIN SWITCHGEAR
- A-1 (X): PANEL AND CIRCUIT DESIGNATION ARE NEXT TO EACH DEVICE (PANEL - CIRCUIT). SEE NOTE 1.
  "X" INDICATES TYPE:
  GFI - GROUND FAULT INTERRUPTER
  WPI - WEATHERPROOF WHILE-IN-USE COVER
- (J) JUNCTION BOX
- PNL A 208Y/120V 3PH, 4W: PANELBOARD; NAME, VOLTAGE, PHASE, NUMBER OF WIRES WHEN INDICATED
- - - - - RACEWAY BELOW GRADE

NOTE1: MINIMUM BRANCH CIRCUIT WIRE SIZE IS #10, UNO. A SINGLE INSULATED GREEN GROUND CONDUCTOR SHALL BE PROVIDED WITH EACH HOME RUN. PROVIDE A SEPARATE NEUTRAL FOR EACH CIRCUIT. HOME RUNS SHALL HAVE NO MORE THAN THREE CIRCUITS. LINE VOLTAGE AND LOW VOLTAGE WIRING IS NOT SHOWN ON PLANS.

ELECTRICAL PROJECT GENERAL NOTES

A. PRIOR TO BID CONTRACTOR SHALL VISIT THE SITE. NOT ALL WORK REQUIRED TO COMPLETE THE PROJECT IS SHOWN ON THE DRAWINGS. THE CONTRACTOR SHALL BECOME THOROUGHLY FAMILIAR WITH ALL THE WORK REQUIRED TO COMPLETE THE PROJECT IN ADDITION TO THE LOCAL CONDITIONS AND INCLUDE SAID WORK IN THE BID.
B. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE COORDINATION OF ALL ELECTRICAL SERVICE WORK WITH UTILITY. OWNER PAYS ALL FEES, CONTRACTOR DOES ALL SCHEDULING AND COORDINATION OF WORK. IT IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR TO ENSURE ALL SCHEDULES ARE MET.
C. GENERAL WORK PRACTICES FOR ELECTRICAL CONSTRUCTION SHALL BE IN ACCORDANCE WITH NECA 1, "STANDARD PRACTICES FOR GOOD WORKMANSHIP IN ELECTRICAL CONTRACTING." THIS PUBLICATION IS AVAILABLE FROM NECA BY TELEPHONE AT 301-657-3110 OR ON-LINE AT WWW.NECANET.ORG.
D. CONDUCTORS ARE SIZED PER THE 75 DEGREE C RATING COLUMN OF NEC TABLE 310.16. IF THE TERMINAL USED FOR A TERMINATION OF A PARTICULAR CONDUCTOR IS NOT MARKED, OR THE TERMINAL IS MARKED FOR 60 DEGREE C CONDUCTORS, IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO EITHER ADJUST THE AMPACITY OF THE CONDUCTOR TO MATCH THE 60 DEGREE COLUMN OF TABLE 310.16, OR REPLACE THE TERMINAL WITH ONE RATED FOR AT LEAST 75 DEGREES C.
E. BASED ON ACTUAL HOMERUN LENGTHS REQUIRED IN THE FIELD, THE CONTRACTOR SHALL CALCULATE AND INCREASE THE WIRE SIZES AS REQUIRED TO LIMIT BRANCH CIRCUIT VOLTAGE DROP TO 3%. FOR 20A BRANCH CIRCUITS THE MINIMUM CONDUCTOR SIZES SHALL BE AS FOLLOWS: #10 AWG CU FOR RUNS BETWEEN 100 AND 200 LINEAR FEET, #8 AWG CU FOR RUNS BETWEEN 200 AND 325 LINEAR FEET, AND AS CALCULATED BY THE CONTRACTOR FOR CIRCUITS EXTENDING BEYOND 325 LINEAR FEET. IN ALL CASES WHERE WIRE SIZES INCREASE, THE CONTRACTOR SHALL PROVIDE LARGER CONDUITS AS REQUIRED.
F. PROVIDE A DEDICATED NEUTRAL CONDUCTOR FOR EACH 120V BRANCH CIRCUIT.

LUMINAIRE SCHEDULE

NOTES:
1. PRIOR SUBMITTAL NOT REQUIRED. ALL ALTERNATE FIXTURE SHOP DRAWINGS WILL BE REVIEWED AFTER THE PROJECT IS AWARDED.
2. PRIOR SUBMITTAL IS REQUIRED.
3. ALTERNATE FIXTURE IS NOT ACCEPTED FOR SUBSTITUTIONS.
4. FIXTURE CONTAINS INTEGRAL PHOTOCELL AND MOTION SENSOR. MOTION SENSOR SHALL PROVIDE CONTROL OF FIXTURE TO ALLOW RAMPING UP AND DOWN OF LUMEN OUTPUT FROM 100%, DURING SENSING OF OCCUPANCY, AND DOWN TO 30% (APPROXIMATELY) DURING TIME OF NO OCCUPANCY.
5. ANY COUPLER THAT IS NOT UTILIZED ON THE POLE SHALL BE FIELD PLUGGED WITH A PLUG THAT FEATURES A DARK BRONZE FINISH THAT MATCHES POLE FINISH. PLUG FINISH SHALL BE FACTORY PAINTED OR POWDER COATED.

GENERAL NOTES:
A. ALL LUMINAIRES SHALL BE TESTED AND LISTED BY A NATIONALLY RECOGNIZED TESTING LABORATORY (NRTL) SUCH AS UL OR ETL.
B. ALL LUMINAIRES SHALL HAVE DESIGN LIGHTS CONSORTIUM (DLC) CERTIFICATION AND/OR ENERGY STAR RATING.
C. ALL LIGHTS UTILIZED ON PROJECT SHALL MEET BAA REQUIREMENTS. LIGHTS LISTED ARE BASIS OF DESIGN AND SUPPLYING MANUFACTURER SHALL ENSURE COMPLIANCE WITH BAA REQUIREMENT.

TYPE	LAMPS	LOAD (W)	OUTPUT (LM, NOMINAL)	EFFICACY (LM/W)	CCT (K)	DESCRIPTION	MFR	CATALOG NO. OR SERIES	FINISH	MOUNTING	VOLTAGE	NOTES
E1	LED	165 W	20,845	126	4,000	SINGLE HEAD, TYPE 4 OPTIC LED SITE LIGHT FIXTURE WITH HOUSE SIDE SHIELD MOUNTED ON A 30' TAPERED POLE WITH INTEGRAL VIBRATION DAMPER. FIXTURE SHALL HAVE INTEGRAL PHOTOCELL AND MOTION SENSOR FOR CONTROL. POLE SHALL HAVE A FACTORY 1" COUPLER LOCATED ON IT AT 12' ABOVE POLE BASE THAT IS LOCATED 90 DEGREES FROM THE FIXTURE HEAD.	LITHONIA	HEAD: DS1X LED P6 40K 70CRI T4M MVOLT RPA PIR HS BAA DDBXD POLE: RTS 30' 6-6B DM19AS VD CPL1/12-0A BAA DDBXD	DARK BRONZE	POLE/ SURFACE	240 V	2,4,5
E2	LED	333 W	41,690	126	4,000	DOUBLE HEAD, TYPE 4 OPTIC LED SITE LIGHT FIXTURE MOUNTED BACK TO BACK ON A 30' TAPERED POLE WITH INTEGRAL VIBRATION DAMPER. FIXTURES HAVE INTEGRAL PHOTOCELL AND MOTION SENSOR FOR CONTROL. POLE SHALL HAVE A FACTORY 1" COUPLER LOCATED ON IT AT 12' ABOVE POLE BASE THAT IS LOCATED 90 DEGREES FROM THE FIXTURE HEADS.	LITHONIA	HEAD: DS1X LED P6 40K 70CRI T4M MVOLT RPA PIR BAA DDBXD POLE: RTS 30' 6-6B DM28AS VD CPL1/12-0A BAA DDBXD	DARK BRONZE	POLE/ SURFACE	240 V	2,4,5
E5	LED	165 W	20,845	126	4,000	SINGLE HEAD, TYPE 4 OPTIC LED SITE LIGHT FIXTURE MOUNTED ON A 30' TAPERED POLE WITH MAST ARM AND INTEGRAL VIBRATION DAMPER. FIXTURE HAS INTEGRAL PHOTOCELL AND MOTION SENSOR FOR CONTROL. POLE SHALL HAVE A FACTORY 1" COUPLER LOCATED ON IT AT 12' ABOVE POLE BASE THAT IS LOCATED 90 DEGREES FROM THE FIXTURE HEAD.	LITHONIA	HEAD: DS1X LED P6 40K 70CRI T4M MVOLT MA PIR BAA DDBXD POLE: RTSLT 30' 7-5B MSMP US12 VD CPL1/12-0A BAA DDBXD	DARK BRONZE	POLE/ SURFACE	240 V	2,4,5

Branch Panel: SL

Equipment Notes:
MANUFACTURER/ TYPE: SQ D, NQ

Location: SITE
Supply From: METER
Mounting: Surface
Enclosure: NEMA 3R
Volts: 120/240 Single
Phases: 1
Wires: 3
A.F.C.: 2,480
Mains Type: MCB
Mains Rating: 225 A
MCB Rating: 200 A

CKT	Circuit Description	Circuit Notes	Load Classification	Trip	Poles	A	B	Poles	Trip	Load Classification	Circuit Notes	Circuit Description	CKT
1	LTG - PARKING_SOUTH		Lighting	20 A	2	413		2	20 A	--		SPARE	2
3							413						4
5	LTG - PARKING_CENTER		Lighting	20 A	2	825		2	20 A	--		SPARE	6
7							825						8
9	LTG - PARKING_NORTH		Lighting	20 A	2	413		2	20 A	--		SPARE	10
11							413						12
13	RCPT - UNDER PANEL		Receptacle	20 A	1	180		1	20 A	--		SPARE	14
15	RCPT - NORTH "H" RACK		Receptacle	20 A	1		180	1	20 A	--		SPARE	16
17	NORTH "H" RACK_ICT EQUIPMENT		Power	20 A	1	1000		1	20 A	--		SPARE	18
19	SOUTH "H" RACK_ICT EQUIPMENT		Power	20 A	1		1000	1	20 A	--		SPARE	20
21	RCPT - SOUTH "H" RACK		Receptacle	20 A	1	180		1	20 A	--		SPARE	22
23	SPARE		--	20 A	1		0	1	20 A	--		SPARE	24
25	SPARE		--	20 A	1	0		1	20 A	--		SPARE	26
27	SPARE		--	20 A	1		0	1	20 A	--		SPARE	28
29	SPARE		--	20 A	1	0		1	20 A	--		SPARE	30
31	SPARE		--	20 A	1		0	1	20 A	--		SPARE	32
33	SPACE		--	--	1	--		1	--	--		SPACE	34
35	SPACE		--	--	1		--	1	--	--		SPACE	36
37	SPACE		--	--	1	--		1	--	--		SPACE	38
39	SPACE		--	--	1		--	1	--	--		SPACE	40
41	SPACE		--	--	1	--		1	--	--		SPACE	42
				Total Load:		3010 VA	2830 VA						
				Total Amps:		25 A	24 A						

Circuit Notes:
A: ARC FAULT
Q: 30mA GFCI FOR EQUIPMENT
P: 6mA GFCI FOR PERSONNEL
S: SHUNT-TRIP
L: LOCKABLE
H: HASP

Load Classification	Connected Load	Demand Factor	Estimated Demand	Panel Totals	
Lighting	3300 VA	125.00%	4125 VA		
Power	2000 VA	100.00%	2000 VA	**Total Conn. Load:**	5840 VA
Receptacle	540 VA	100.00%	540 VA	**Total Est. Demand:**	6665 VA
				Total Conn.:	24 A
				Total Est. Demand:	28 A

ELECTRICAL SHEET INDEX

NUMBER	SHEET NAME
E-1	ELECTRICAL SYMBOLS, ABBREVIATIONS & SCHEDULES
E-2	ELECTRICAL PARKING LOT LIGHTING PLAN
E-3	ELECTRICAL DETAILS

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APRIL 2026

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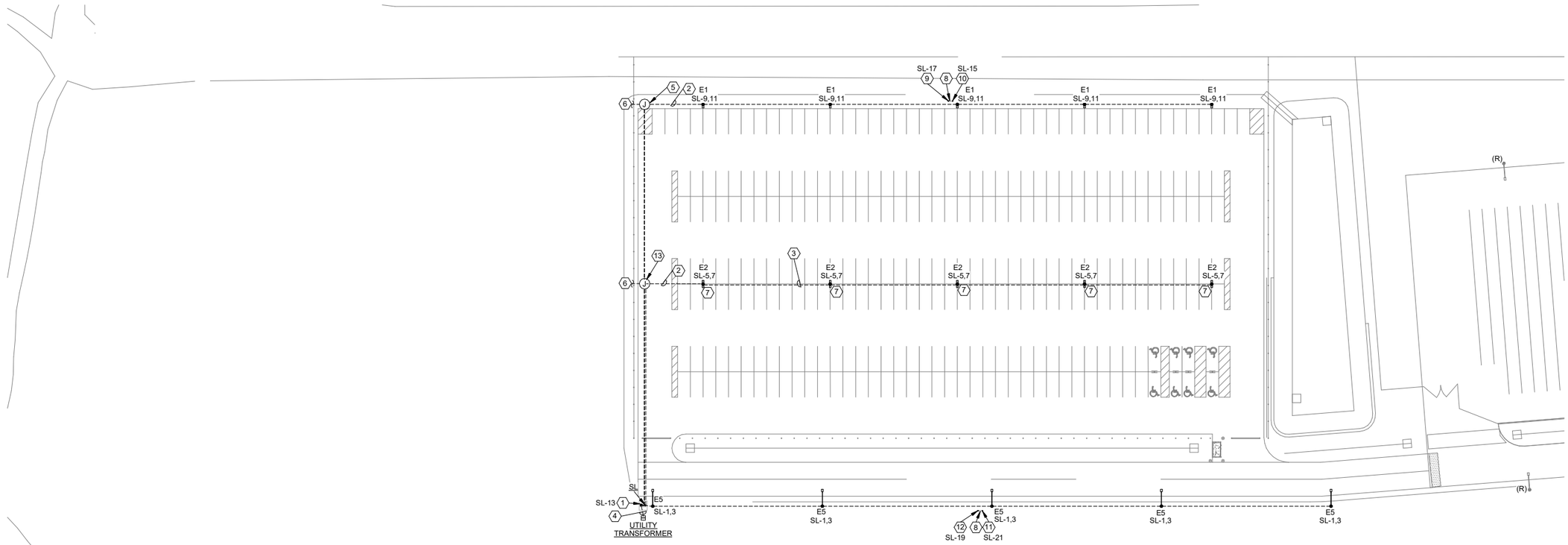
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WEST SHUTTLE PARKING LOT CONSTRUCTION
BILLINGS MONTANA

ELECTRICAL SYMBOLS, ABBREVIATIONS & SCHEDULES

PROJECT NUMBER 2447.150.25
SHEET NUMBER 15
DRAWING NUMBER E-1

Autodesk Docs://2447.150.25 - BIL - West Shuttle Parking Lot Construction/2447.150.25 - BIL - West Shuttle Parking Lot_MEPICT_V24.rvt



1 ELECTRICAL LIGHTING PLAN – PARKING LOT
1" = 40'-0"

ELECTRICAL SITE PLAN GENERAL NOTES

A. IT IS ABSOLUTELY NECESSARY FOR ALL TRADES INVOLVED TO COORDINATE WITH EACH OTHER AND VERIFY THAT THERE ARE NO CONFLICTS IN LOCATION OF CONDUITS, BOXES, AND OTHER ITEMS THROUGHOUT THIS PROJECT BEFORE FINAL PLACEMENT OF MATERIALS.
B. ALL BURIED ELECTRICAL RACEWAYS ROUTED ON SITE SHALL HAVE A MINIMUM OF 24" OF CLEAN, PROPERLY COMPACTED COVER LOCATED OVER THEM WITH CONTINUOUS WARNING TAPE ABOVE AT 15 TO 18 INCHES BELOW FINISHED GRADE.
C. LINES SHOWN ON THE PLAN FROM ELECTRICAL BASED DEVICES TO THE RACK MOUNTED PANELBOARD REPRESENT THE PROPOSED ROUTING PATH FOR RACEWAYS. EC TO SELECT BEST PATH WHEN ROUTING FOR THE LEAST IMPACT ON SITE.
D. SEE E-3 FOR DETAILS REGARDING SITE LIGHTS, INCLUDING CONCRETE POLE BASE CONSTRUCTION DETAIL.
E. EC TO PROVIDE A CIRCUIT CONSISTING OF #10'S THROUGHOUT IN 1" PVC FOR ALL SITE LIGHTS AND POWER CONSUMING DEVICES, UNO.
F. ANY UN-USED FACTORY OPENING PROVISION IN THE LIGHT POLES SHALL BE PLUGGED AT PROJECT CLOSE. SEE NOTES IN THE LUMINAIRE SCHEDULE, ON SHEET E-1 FOR ADDITIONAL INFORMATION.
G. COORDINATE ALL POLE LIGHT LOCATIONS WITH CIVIL DRAWINGS, UTILITY MAPS AND GRADING PLANS, INCLUDING ANY/ALL CONTRACTUAL CLARIFICATIONS OR CHANGES. LIGHTING FIXTURES ON SITE PLANS ARE SHOWN IN SCHEMATIC FORM AND ARE NOT TO SCALE. VERIFY FINISH GRADE HEIGHT PRIOR TO SETTING BASES. POLE LIGHT LOCATIONS ARE BASED ON ACCURATE LIGHTING CALCULATIONS, BUT MAY NEED TO BE SHIFTED SLIGHTLY TO PROPERLY ALIGN THE FIXTURES AESTHETICALLY AND TO AVOID ENCROACHMENT ON TRAVEL LANES, PARKING SPOTS, CURBS, SIDEWALKS, OVERHEAD UTILITY LINES, ETC.
H. EC SHALL REVIEW A FULL SET OF CIVIL PLANS AND COORDINATE WITH THE CIVIL CONTRACTOR TO IDENTIFY ALL UNDERGROUND, EXISTING AND PROPOSED UTILITIES TO BE ROUTED ON THE SITE. EC SHALL VERIFY ALL UTILITY ROUTING PRIOR TO ANY DIGGING OR TRENCHING ON THE SITE. THE EC SHALL HAVE COORDINATION MEETINGS WITH ALL SITE BASED UTILITIES TO INSURE ALL PARTIES ARE IN AGREEANCE WITH PROJECT NEEDS AND SUPPORT ITEMS TO PROVIDE A FULLY FUNCTIONAL PROJECT.

KEY NOTES:

1 SEE PANELBOARD/METER BASE DETAIL ON E-3 FOR CONSTRUCTION OF THE ELECTRICAL CONTRACTOR BUILT, FREE-STANDING UNI-STRUT RACK THAT SHALL SUPPORT: METER, PANELBOARD AND SERVICE RECEPTACLE. CIRCUIT NOTED IS FOR POWERING OF THE RECEPTACLE LOCATED UNDER THE PANEL, AS SHOWN IN THE DETAIL.

2 HOME RUN CIRCUIT FROM THIS FIXTURE TO THE PANEL SHALL BE COMPRISED OF: 2 #4 AWG CU + #10 GND IN 1 1/2" CONDUIT.

3 CIRCUIT BETWEEN THESE LIGHT POLES OR POLE TO PANEL SHALL BE COMPRISED OF: 2 #8 AWG CU + #10 GND IN 1" CONDUIT.

4 PROPOSED ROUTING PATH FROM SECONDARY SIDE OF TRANSFORMER TO THE METER SOCKET. FINAL ROUTING SHALL BE COORDINATED WITH NORTHWESTERN ENERGY.

5 EC TO PROVIDE A TYPE 1 PULL BOX WITH TRAFFIC RATED LID THAT READS "LIGHTING". BOX SHALL BE USED TO ACCEPT CONDUCTORS FOR NORTH SITE LIGHTS NOW AND BE THE PULLING LOCATION FROM THE SITE PANEL TO FUTURE NORTH, WEST SITE LIGHTS. EC TO ROUTE 2-1 1/2" CONDUITS TO THE BOX, ONE WILL BE USED FOR POWER OF LIGHTS NOW AND OTHER SHALL BE A SPARE AND USED WITH FUTURE LIGHTS. PROVIDE A PULL STRING IN SPARE CONDUIT ITS ENTIRE DISTANCE TO PANEL. SEE HANDHOLE DETAIL ON E-3 FOR BOX STYLE DESCRIPTION.

6 ELECTRICAL CONTRACTOR SHALL STUB A 1 1/2" CONDUIT OUT OF IN-GRADE PULL BOX A DISTANCE OF 5' INTO UN-DISTURBED EARTH OR PAST THE EDGE OF CURRENT PROJECT PAVING, WHICHEVER IS LESS. POINT IN THE DIRECTION OF THE "FUTURE LOT" TO THE WEST TO ALLOW FOR EASE OF EXTENDING CIRCUITRY IN THE FUTURE. CAP CONDUIT AND MARK THE END WITH A ½" REBAR IN 6" LENGTH THAT IS LOCATED ON TOP OF THE CONDUIT HORIZONTALLY TO ALLOW FOR EASE OF LOCATING THE CONDUIT IN THE FUTURE.

7 EC SHALL PAINT THE EXPOSED PORTION OF THE POLE BASE LOCATED ABOVE GRADE SAFETY YELLOW AFTER A MINIMUM OF 14 DAYS OF CURE HAS LAPSED.

8 LOCATION OF ICT CONTRACTOR CONSTRUCTED "H" FRAME RACK TO ALLOW ICT CONTRACTOR TO MOUNT ALL REQUIRED SECURITY CAMERA GEAR UPON IN AN ICT CONTRACTOR-PROVIDED ENCLOSURE. ELECTRICAL CONTRACTOR SHALL PROVIDE A DOUBLE DUPLEX RECEPTACLE MOUNTED INSIDE THE EQUIPMENT ENCLOSURE AS WELL AS A 3/4"X10' CU CLAD GROUND ROD DROVE INTO EARTH AT THE BASE OF THE H FRAME. CONNECT ROD TO THE GROUND BAR, PROVIDED IN ENCLOSURE BY THE ICT CONTRACTOR WITH A #6 COPPER CONDUCTOR. SEE DETAIL ON T-3 FOR ADDITIONAL INFORMATION AND PROPOSED ARRANGEMENT OF EQUIPMENT IN THE ENCLOSURE.

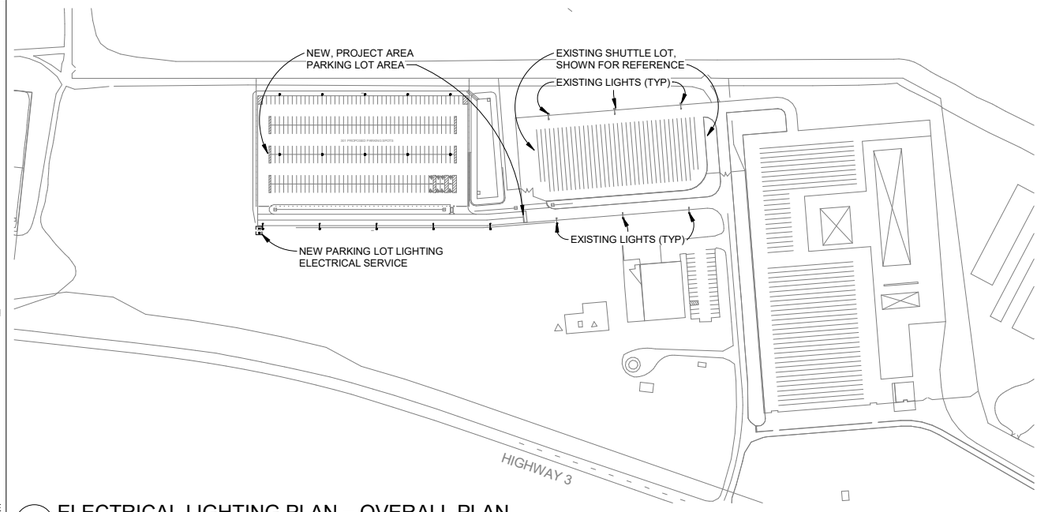
9 UTILIZE #8 AWG CU CONDUCTORS IN 1" CONDUIT THROUGHOUT THE ENTIRE SERVING CIRCUIT FOR POWERING OF SECURITY CAMERA GEAR. CONDUIT TO PANEL NOT SHOWN, SHARE TRENCH WITH LIGHTING CIRCUIT FOR ROUTING.

10 GFI RECEPTACLE WITH WEATHERPROOF, IN-USE COVER MOUNTED ON ICT CONTRACTOR BUILT "H" FRAME RACK. LOCATE RECEPTACLE ON RACK FOR BEST FIT WITH ICT CONTRACTOR EQUIPMENT, AT 12" BELOW THE EQUIPMENT ENCLOSURE. RECEPTACLE SHALL BE FED WITH A #8 AWG HOME RUN IN 1" CONDUIT. PIG TAIL CONDUCTORS IN BOX WITH #12'S TO SUPPORT CONNECTION. CONDUIT TO PANEL NOT SHOWN, SHARE TRENCH WITH LIGHTING CIRCUIT FOR ROUTING.

11 UTILIZE #10 AWG CU CONDUCTORS IN 1" CONDUIT THROUGHOUT THE ENTIRE SERVING CIRCUIT FOR POWERING OF SECURITY CAMERA GEAR. CONDUIT TO PANEL NOT SHOWN, SHARE TRENCH WITH LIGHTING CIRCUIT FOR ROUTING.

12 GFI RECEPTACLE WITH WEATHERPROOF, IN-USE COVER MOUNTED ON ICT CONTRACTOR BUILT "H" FRAME RACK. LOCATE RECEPTACLE ON RACK AT 12" BELOW THE EQUIPMENT ENCLOSURE AND ADJUST FOR BEST FIT WITH ICT CONTRACTOR EQUIPMENT. RECEPTACLE SHALL BE FED WITH A #10 AWG HOME RUN IN 1" CONDUIT. PIG TAIL CONDUCTORS IN BOX WITH #12'S TO SUPPORT CONNECTION. CONDUIT TO PANEL NOT SHOWN, SHARE TRENCH WITH LIGHTING CIRCUIT FOR ROUTING.

13 EC TO PROVIDE A TYPE 2 PULL BOX WITH TRAFFIC RATED LID THAT READS "LIGHTING". BOX SHALL BE USED TO ACCEPT CONDUCTORS FOR CENTER SITE LIGHTS NOW AND BE THE PULLING LOCATION FROM THE SITE PANEL TO FUTURE CENTER, WEST SITE LIGHTS. EC TO ROUTE 2-1 1/2" CONDUITS TO THE BOX, ONE WILL BE USED FOR POWER OF LIGHTS NOW AND THE OTHER SHALL BE A SPARE AND USED WITH FUTURE LIGHTS. PROVIDE A PULL STRING IN SPARE CONDUIT ITS ENTIRE DISTANCE TO PANEL. OTHER CONDUITS SHOWN IN PLAN THAT ROUTE TO THE PROJECT NORTH, UNDER THE BOX SHALL PASS THROUGH. LOCATE BOX ON THE WEST EDGE OF CURRENT LOT SUCH TO MINIMIZE FUTURE IMPACT WHEN PAVING OF WEST "FUTURE" PARKING LOT IS UNDERTAKEN. SEE HANDHOLE DETAIL ON E-3 FOR BOX STYLE DESCRIPTION.



2 ELECTRICAL LIGHTING PLAN – OVERALL PLAN
1" = 160'-0"

100% CD
APRIL 2026

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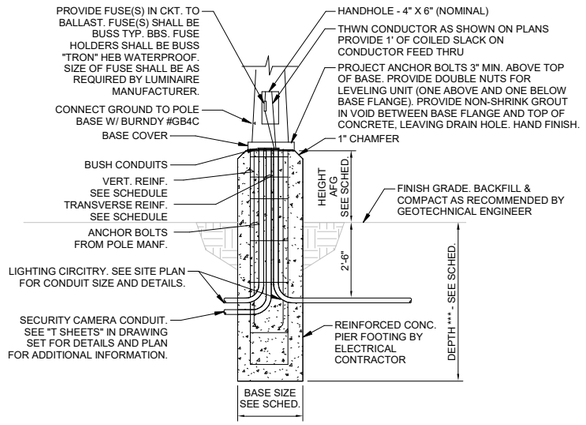
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Q.C. REVIEW BY: GLS
DATE: 3/23/26

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WEST SHUTTLE PARKING LOT CONSTRUCTION
BILLINGS MONTANA

ELECTRICAL PARKING LOT LIGHTING PLAN

PROJECT NUMBER 2447.150.25
SHEET NUMBER 16
DRAWING NUMBER E-2

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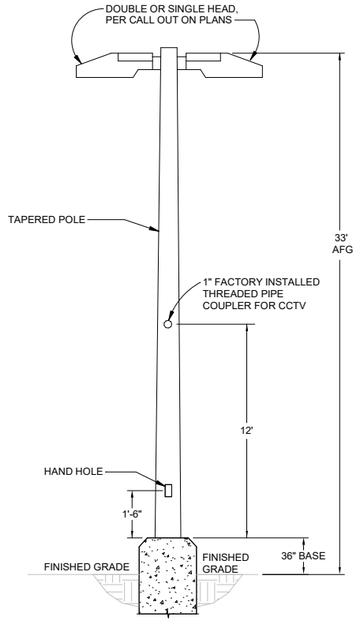
NOTE:

- CONTRACTOR SHALL GRIND EXPOSED CONCRETE SMOOTH AS REQUIRED TO REMOVE ANY FORMWORK MARKINGS.
- EXPOSED POLE BASE ABOVE GRADE SHALL BE PAINTED WITH HIGH VISIBLE, SAFETY YELLOW FOR LOCATIONS IN DIRECT CONTACT WITH PARKING SPACES. SEE E-2 PLAN FOR REQUIRED LOCATIONS.

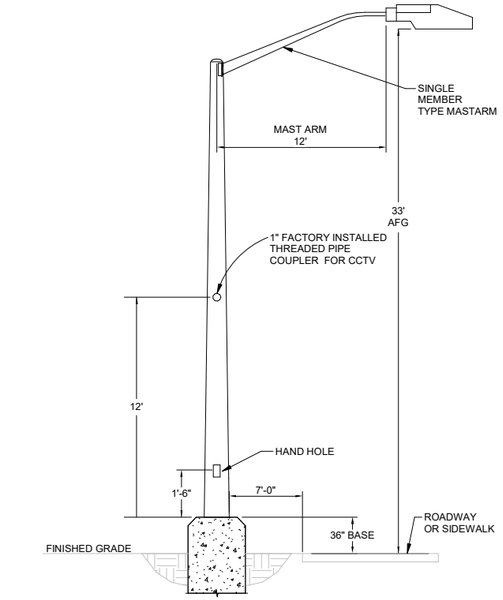
CONCRETE BASE SCHEDULE *****					
POLE HT.	BASE SIZE	VERT. REINF.	TRANSVERSE REINF.**	DEPTH ***	HEIGHT AFG
14' TO 30'	24" RND.	(6) #6 ****	#3@8" O.C.	7'-0"	3'-0"

* PROVIDE VERTICAL BARS AT EACH CORNER OF SQ. PIER.
** PROVIDE SPACING OF 3#3 WITHIN THE TOP 6" OF PIER.
*** DEPTH BELOW FINISHED GRADE.
**** SPACE VERTICAL BARS EVENLY AROUND PERIMETER.
***** PROVIDE REINF. CLEARANCE AND COVER PER ACI 318.

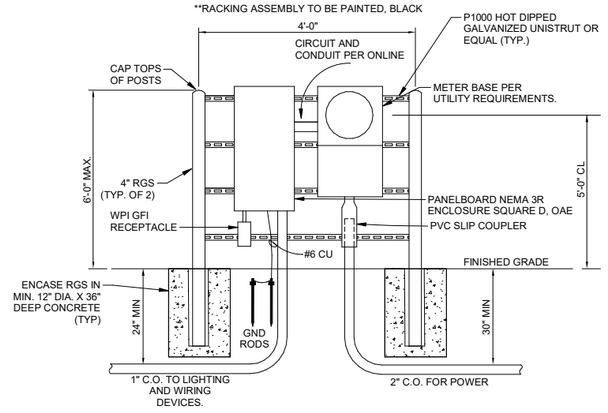
1 POLE LIGHT BASE DETAIL
N.T.S.



2 POLE LIGHT - TAPERED
N.T.S.



3 POLE LIGHT TAPERED - EXTENDED MAST ARM
N.T.S.



4 UNISTRUT MOUNTING DETAIL - PANELBOARD, METER BASE
N.T.S.

FEEDER SCHEDULE - COPPER

SCHEDULE IS BASED ON 75 DEGREE C. COPPER CONDUCTORS IN NEC 310.16 TABLE.

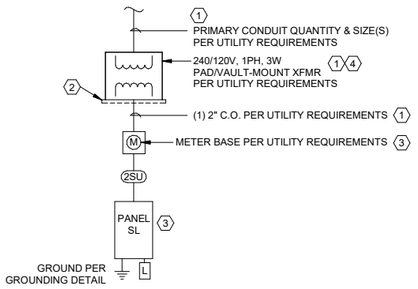
FEEDER NUMBER KEY:
A = ALUMINUM CONDUCTORS
N = INCLUDES NEUTRAL CONDUCTOR
S = SINGLE PHASE
U = UTILITY SECONDARY WITH NO GROUND CONDUCTOR

NOTE: GROUNDING CONDUCTOR IS SIZED ACCORDING TO NEC 250.122 TABLE, UNLESS FEEDER NUMBER IS FOLLOWED BY AN ASTERISK (*) INDICATING THAT THE GROUNDING CONDUCTOR IS SIZED ACCORDING TO NEC 250.66 TABLE.

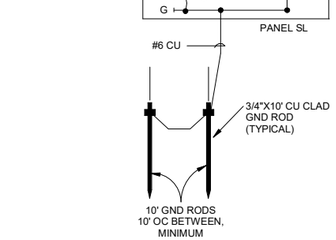
FEEDER NUMBER	AMPS	WIRE QTY PER CONDUIT	SETS IN PARALLEL	75 DEG COPPER			
				CONDUIT	PHASE QTY AND AWG	NEUTRAL AWG	GROUND AWG
2SU	200	3W	1	2"	2#3/0	#3/0	-

KEY NOTES:

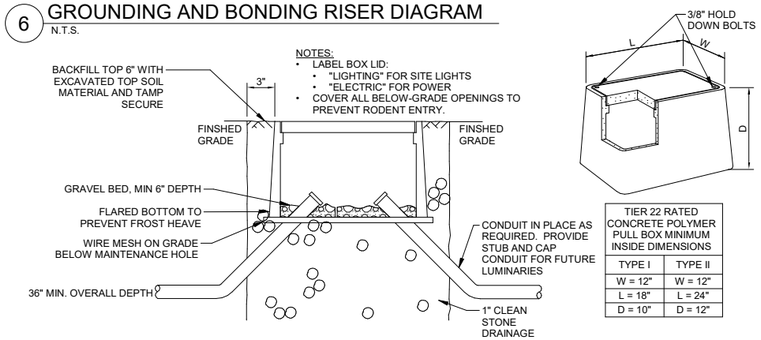
1. CONFIRM ALL REQUIREMENTS WITH LOCAL ELECTRICAL UTILITY FOR TRANSFORMER PADS, CONDUITS, & LOCATIONS PRIOR TO WORK STARTING.
2. SITE AREA SHALL BE PROPERLY PREPARED TO PREVENT SKEWING OR SETTLING OF ELECTRICAL GEAR ONCE SET.
3. MOUNT EQUIPMENT ON A ELECTRIC CONTRACTOR, FIELD CONSTRUCTED "H" FRAME. SEE DETAIL 4 THIS SHEET AND E-2 FOR ADDITIONAL INFORMATION.
4. FAULT CALC BASED ON TRANSFORMER WITH CHARACTERISTICS OF: 50KVA, 1.97% IMPEDANCE. TRANSFORMER WITH DIFFERENT VALUES THAN THIS SHALL REQUIRE EC/ SUPPLIER TO SELECT PROPER ELECTRICAL SERVICE GEAR TO MEET ON SITE AVAILABLE FAULT.



5 ONE LINE DIAGRAM
N.T.S.

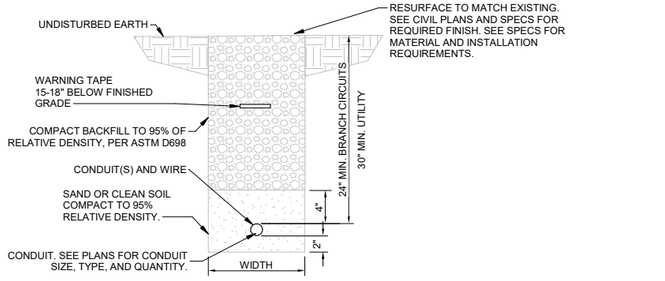


6 GROUNDING AND BONDING RISER DIAGRAM
N.T.S.



TIER 22 RATED CONCRETE POLYMER PULL BOX MINIMUM INSIDE DIMENSIONS	
TYPE I	TYPE II
W = 12"	W = 12"
L = 18"	L = 24"
D = 10"	D = 12"

7 HANDHOLE DETAIL
N.T.S.



NOTES:
1. WIDTH: MINIMUM 6"
2. WHERE POSSIBLE PUSH CONDUIT UNDER DRIVES TO AVOID EXCAVATION.
3. CONTRACTOR MAY USE BORING MACHINE IN LIEU OF TRENCHING WHERE CONDITIONS PERMIT. EQUIPMENT AND CONDUIT SHALL BE PRE-APPROVED BY ENGINEER.
4. PROVIDE PRIMARY CONDUIT QUANTITY & SIZE(S) PER UTILITY REQUIREMENTS.
5. WHEN TRENCH IS SHARED WITH OTHER UTILITIES, SUCH AS ICT, WATER OR GAS, ENSURE 12" MINIMUM SPACING BETWEEN POWER/ LIGHTING CONDUITS TO ICT AND 24" FOR GAS OR WATER.

8 TRENCH DETAIL - LIGHTING AND POWER
N.T.S.

100% CD
APRIL 2026

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JEFFREY L. SCHMIDT No. 12720 PE 4-2-26 LICENSED PROFESSIONAL ENGINEER MONTANA

DRAWN BY: TMJ
DSGN. BY: TMJ
APPR. BY: JLK
DATE: 04/2026
Q.C. REVIEW BY: GLS
DATE: 3/23/26

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WEST SHUTTLE PARKING LOT CONSTRUCTION
BILLINGS MONTANA

ELECTRICAL DETAILS

PROJECT NUMBER 2447.150.25
SHEET NUMBER 17
DRAWING NUMBER E-3

Autodesk Docs://2447.150.25 - BIL - West Shuttle Parking Lot Construction/2447.150.25 – BIL -West Shuttle Parking Lot_MEPICT_V24.rvt

ICT ABBREVIATIONS LEGEND

AFC	ABOVE FINISHED CEILING
ACT	ACOUSTICAL CEILING TILE
AFF	ABOVE FINISHED FLOOR
AFG	ABOVE FINISHED GRADE
AHJ	AUTHORITY HAVING JURISDICTION
AP	ACCESS POINT (WIRELESS, TYP.)
AV	AUDIO-VISUAL
AWG	AMERICAN WIRE GAUGE
BAS	BUILDING AUTOMATION SYSTEM
C.	CONDUIT
CAT	CATEGORY
CFCI	CONTRACTOR FURNISHED, CONTRACTOR INSTALLED
CFOI	CONTRACTOR FURNISHED, OWNER INSTALLED
CMP	COMMUNICATIONS PLENUM (RATED)
CMR	COMMUNICATIONS RISER (RATED)
CU	COPPER
(D)	DEMOLISHED
DIM	DIMENSION
DMARC	DEMARCATION
DPS	DOOR POSITION SWITCH
(E), EX.	EXISTING
EA	EACH
EC	ELECTRICAL CONTRACTOR (DIV 26)
EF	ENTRANCE FACILITY
E.L.	ELECTRIFIED LATCH
EMT	ELECTRICAL METALLIC TUBING
EPT	ELECTRIC POWER TRANSFER
ER	EQUIPMENT ROOM
FACP	FIRE ALARM CONTROL PANEL
FLR	FLOOR
GND	GROUND
HT	HEIGHT/HIGH
I/O	INDOOR/OUTDOOR
ICT	INFORMATION AND COMMUNICATIONS TECHNOLOGY
IDS	INTRUSION DETECTION SYSTEM
IMC	INTERMEDIATE METAL CONDUIT
ISP	INTERNET SERVICE PROVIDER
J-BOX	JUNCTION BOX
MFR	MANUFACTURER
MH	MAINTENANCE HOLE
MIN	MINIMUM
MMF	MULTI-MODE FIBER
MUTOA	MULTI-USER TELECOMMUNICATIONS OUTLET ASSEMBLY
(N)	NEW
NEC	NATIONAL ELECTRIC CODE
NEMA	NATIONAL ELECTRICAL MANUFACTURERS ASSOCIATION
NIC	NOT IN CONTRACT
NTS	NOT TO SCALE
O.C.	ON CENTER
OFCI	OWNER FURNISHED, CONTRACTOR INSTALLED
OFOI	OWNER FURNISHED, OWNER INSTALLED
OH	OVERHEAD
OSP	OUTSIDE PLANT CABLE
PB	PULLBOX
PBB	PRIMARY BONDING BUSBAR
PEX	PRESS TO EXIT
PoE	POWER OVER ETHERNET
PP	PATCH PANEL
QEL	QUIET ELECTRIFIED LATCH
QTY	QUANTITY
REQ	REQUIREMENT
RM	ROOM
REX	REQUEST TO EXIT
SBB	SECONDARY BONDING BUSBAR
SMF	SINGLE-MODE FIBER
SP	SERVICE PROVIDER
SPEC	SPECIFICATION
STP	SHIELDED TWISTED PAIR
TR	TELECOM ROOM
TTB	TELEPHONE TERMINAL BOARD
TYP	TYPICAL
UG	UNDERGROUND
UPS	UNINTERRUPTIBLE POWER SUPPLY
UNO	UNLESS NOTED OTHERWISE
UTP	UNSHIELDED TWISTED PAIR
VIF	VERIFY IN FIELD
W/	WITH
W/O	WITHOUT
WAO	WORK AREA OUTLET
WAP	WIRELESS ACCESS POINT
WP	WEATHERPROOF

ABBREVIATIONS AND SYMBOLS GENERAL NOTES

A. THE ABBREVIATIONS ON THIS SHEET COMPRISE A STANDARD LIST; NOT ALL ABBREVIATIONS APPEAR ON THIS PROJECT.
B. THE SYMBOLS ON THIS SHEET COMPRISE A STANDARD LIST; NOT ALL SYMBOLS APPEAR ON THIS PROJECT.
C. ALL MOUNTING HEIGHTS ARE TO CENTER OF DEVICE ABOVE FINISHED FLOOR, UNLESS NOTED OTHERWISE. MOUNTING HEIGHTS INDICATED ON ARCHITECTURAL WALL ELEVATIONS OR AS NOTED SPECIFICALLY ON THE DRAWINGS OR IN THE SPECIFICATIONS SHALL TAKE PRECEDENCE OVER MOUNTING HEIGHTS LISTED.

ICT PROJECT GENERAL NOTES

1. THIS PROJECT IS TO CONFORM TO THE LATEST LOCALLY ADOPTED VERSION OF THE NATIONAL ELECTRICAL CODE AND THE LATEST REVISION OF:
   ANSI/TIA-526-7-A, Measurement of Optical Power Loss of Installed Single-Mode Fiber Cable Plant, and its published addenda.
   ANSI/TIA-526-14-C, Measurement of Optical Power Loss of Installed Multimode Fiber Cable Plant, and its published addenda.
   ANSI/TIA-568.0-E, Generic Telecommunications Cabling for Customer Premises, and its published addenda.
   ANSI/TIA-568.1-E, Commercial Building Telecommunications Infrastructure Standard, and its published addenda.
   ANSI/TIA-568.2-E, Balanced Twisted-Pair Telecommunications Cabling and Components Standard, and its published addenda.
   ANSI/TIA-568.3-E, Optical Fiber Cabling and Components Standard, and its published addenda.
   ANSI/TIA-569-E, Telecommunications Pathways and Spaces, and its published addenda
   ANSI/TIA-598-D Optical Fiber Cable Color Coding
   ANSI/TIA-606-D, Administration Standard for Telecommunications Infrastructure, and its published addenda
   ANSI/TIA-607-D, Generic Telecommunications Bonding and Grounding (Earthing) for Customer Premises, and its published addenda.
   ANSI/TIA-758-C, Customer Owned Outside-Plant Telecommunications Infrastructure Standard, and its published addenda.
2. SEE SPECIFICATIONS FOR ADDITIONAL CONTRACTOR QUALIFICATIONS, PRODUCT INSTALLATION, AND QUALITY REQUIREMENTS.
3. ALL DIMENSIONS MUST BE VERIFIED IN THE FIELD AND ANY DEVIATIONS CAUSING CHANGES EXCEEDING 6 INCHES TO THE INTENDED LOCATION OF MAJOR TELECOMMUNICATIONS INFRASTRUCTURE COMPONENTS MUST BE COORDINATED WITH THE ARCHITECT AND DESIGNER PRIOR TO INSTALLATION.
4. ALL ICT DEVICES SHALL BE SECURELY MOUNTED PLUMB AND STRAIGHT TO WALLS, FLOORS, OR RACKS, PER THE MANUFACTURER'S RECOMMENDED MOUNTING PRACTICE, UNLESS OTHERWISE INDICATED IN THE ICT DRAWINGS.
5. ALL CABLES SHALL BE RATED FOR THE ENVIRONMENT IN WHICH THEY ARE INSTALLED.
6. INSTALL FIRESTOP ASSEMBLIES IN ALL THROUGH-SLAB AND THROUGH-WALL PENETRATIONS FOR THE INSTALLATION OF ICT CABLING AS REQUIRED TO MAINTAIN FIRE RATING OF PENETRATED SLAB OR WALL. REVIEW DRAWINGS FOR PARTITION TYPE RATINGS. FIRESTOPPING SYSTEMS USED FOR ALL PENETRATIONS SHALL BE A UL LISTED ASSEMBLY AND APPROVED BY APPLICABLE AUTHORITIES HAVING JURISDICTION PRIOR TO INSTALLATION.
7. THE METHOD OF INSTALLATION FOR ALL ICT RELATED BACK BOXES IN WALLS AND THE METHOD FOR PASSAGE OF CONDUIT AND WIREWAYS THROUGH ACOUSTICALLY SENSITIVE WALLS SHALL BE COORDINATED WITH THE ACOUSTICAL CONSULTANT OR OWNER PRIOR TO INSTALLATION.
8. BOND ALL CONDUITS, CABLE TRAYS, AND JUNCTION BOXES PER ANSI/TIA-607-D IN ADDITION TO ANY APPLICABLE CODE REQUIREMENTS.
9. ALL ICT RELATED FLOOR BOXES, POKE THRU DEVICES, JUNCTION BOXES AND BACK BOXES SHOULD BE PROVIDED WITH AN EMPTY CONDUIT TO THE APPLICABLE TELECOMMUNICATIONS ROOM, CABLE TRAY PATHWAY OR PULL BOX. SEE ELECTRICAL DRAWINGS FOR ADDITIONAL DETAILS.
10. CONDUIT ROUTES ON THE ICT DRAWINGS SHOW ONLY INTERCONNECTION BETWEEN THE TERMINATION POINTS AND APPROXIMATE ROUTES. THE EXACT ROUTE OF CONDUIT AND CABLE PATHWAYS ARE DETERMINED BY FIELD CONDITIONS AND VERIFIED BY INSTALLING CONTRACTOR.
11. NOTIFY THE DESIGNER OF ANY DISCREPANCIES BETWEEN THE EXISTING CONDITIONS AND THE "T" (ICT) DRAWINGS. OBTAIN CLARIFICATION BEFORE PROCEEDING WITH WORK.
12. ALL PATHWAY AND RACEWAY INCLUDING CONDUIT SLEEVES, FLOOR BOXES, OUTLET BOXES AND CONDUIT BY ELECTRICAL, UNO.
13. ALL CABLES SHALL BE SUPPORTED EVERY 48" O.C. MAX. BY J-HOOKS, CABLE TRAY, OR IN CONDUIT.
14. ALL CABLES RUN IN CONDUIT UNDER SLAB SHALL BE INDOOR/OUTDOOR RATED CATEGORY 6A.
15. CABLE GAUGE AND NUMBER OF CONDUCTORS ARE SHOWN IN THE FORMAT: AWG/# (EX. 16/2 = 16 AWG / 2 CONDUCTOR)
16. CALL 811 PRIOR TO PERFORMING ANY EXCAVATION.

CABLE ROUTING LEGEND

- HORIZONTAL CABLE PATHWAY
- BACKBONE CABLE PATHWAY
- BELOW GRADE
- CONDUIT OR CONDUIT SLEEVE. EMT, UNO.
- LADDER RACK OR CABLE TRAY, SEE PLANS FOR ADDITIONAL INFORMATION.
- VERTICAL TRANSITION BETWEEN FLOORS OR GRADE
- HORIZONTAL TRANSITION BETWEEN SHEETS AND/OR DETAILS
- (J) JUNCTION BOX. SEE PLANS FOR SIZING, UNO.

SECURITY LEGEND

360 C — INDICATES SIMPLEX **STANDARD** CATEGORY 6 OUTLET FOR IP CAMERA. ALL CABLING TO BE CONTINUOUS BETWEEN H-FRAME MOUNTED COMMUNICATIONS ENCLOSURE AND CAMERA LOCATION. SEE PLANS FOR PATHWAYS. PROVIDE AVIGILON CAMERA (PART #32C-H5A-4MH). PROVIDE AXIS SURGE PROTECTOR AT EACH END PART # 5801-641. PLACE SURGE PROTECTORS IN COMMUNICATIONS NEMA ENCLOSURE AND IN HANDHOLES BY EACH CAMERA.

360 C1 — INDICATES SIMPLEX **EXTENDED REACH** CATEGORY 6 OUTLET FOR IP CAMERA. ALL CABLING TO BE CONTINUOUS BETWEEN H-FRAME MOUNTED COMMUNICATIONS ENCLOSURE AND CAMERA LOCATION. SEE PLANS FOR PATHWAYS. PROVIDE AVIGILON CAMERA (PART #32C-H5A-4MH). PROVIDE AXIS SURGE PROTECTOR AT EACH END PART # 5801-641. PLACE SURGE PROTECTORS IN COMMUNICATIONS NEMA ENCLOSURE AND IN HANDHOLES BY EACH CAMERA.

ICT SHEET INDEX

NUMBER	SHEET NAME
T-1	ICT SYMBOLS AND ABBREVIATIONS
T-2	ICT PARKING LOT PLAN
T-3	ICT DETAILS

REGISTERED COMMUNICATIONS DISTRIBUTION DESIGNER
Bicsi
Pete Weber
BICSI ID # 338372
EXPIRES 12-31-26
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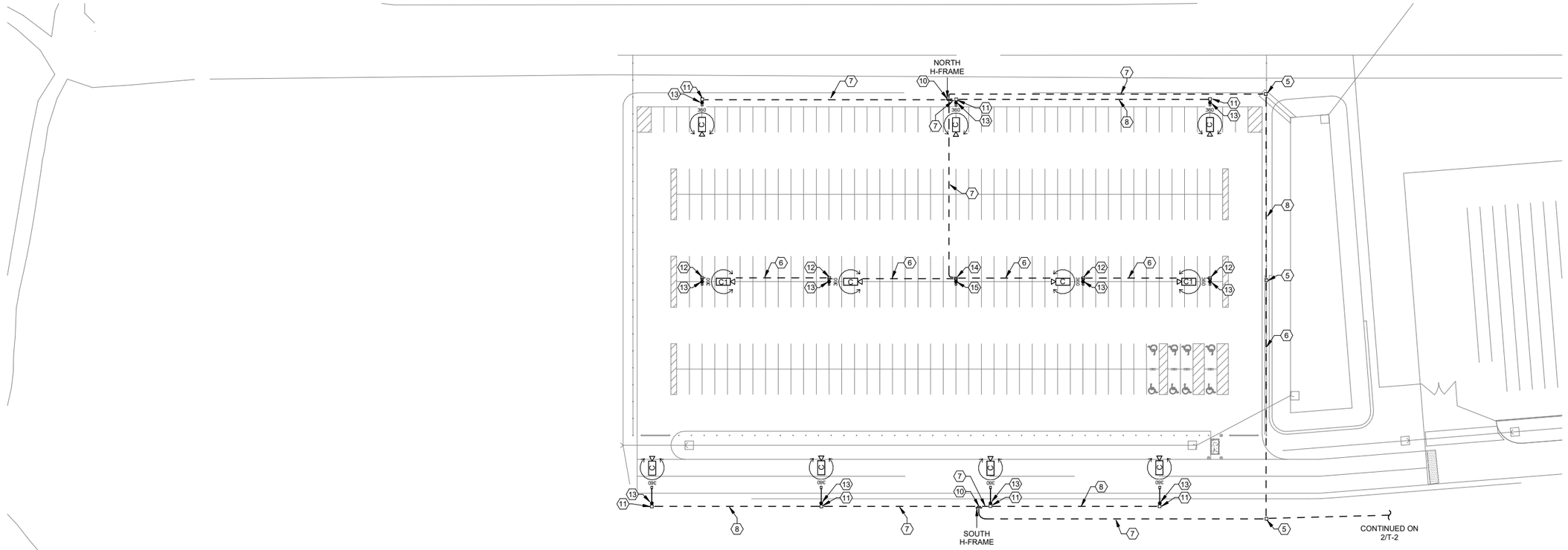
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DATE: 04/2026
Q.C. REVIEW BY: PMH
DATE: 3/30/26

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ICT SYMBOLS AND ABBREVIATIONS

PROJECT NUMBER 2447.150.25
SHEET NUMBER 18
DRAWING NUMBER T-1

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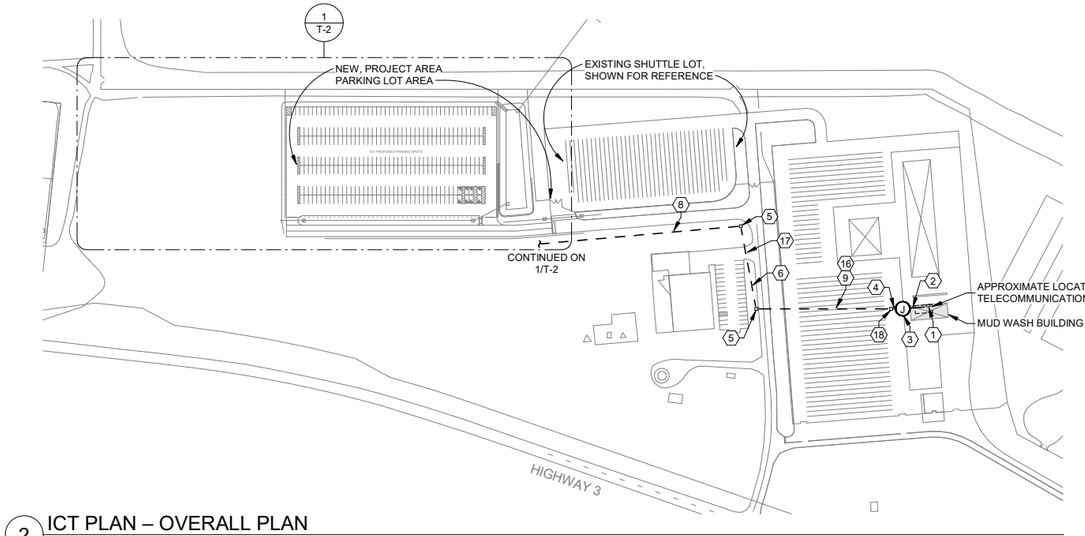
1 ICT PLAN – PARKING LOT
1" = 40'-0"

GENERAL ICT SITE NOTES

A. IT IS ABSOLUTELY NECESSARY FOR ALL TRADES INVOLVED TO COORDINATE WITH EACH OTHER.
B. CONTRACTOR IS RESPONSIBLE FOR ALL CUTTING OF SIDEWALKS, PAVEMENT, FLOORS, WALLS, CEILINGS, ROOFS, ETC. TO PERFORM THE REQUIRED WORK DEPICTED IN THESE DOCUMENTS. THE CONTRACTOR IS RESPONSIBLE FOR ALL PATCHING OF HOLES TO THE SATISFACTION OF THE ARCHITECT/ENGINEER.
C. ALL CONDUITS SHALL HAVE A MAXIMUM COMBINED BEND RADIUS OF 180 DEGREES BETWEEN PULL POINTS.
D. ALL CONDUIT ENDS SHALL BE FURNISHED WITH PLASTIC BUSHINGS FOR CABLE PROTECTION.
E. PROVIDE PULL STRINGS FOR ALL CONDUITS INSTALLED GREATER THAN 10'.
F. LINES SHOWN ON THE PLAN FROM ICT BASED DEVICES TO THE BUILDING REPRESENT THE PROPOSED ROUTING PATH FOR PATHWAYS. CONTRACTOR SHALL SELECT BEST PATH WHEN ROUTING FOR THE LEAST IMPACT ON SITE OR BUILDING.
G. PRIOR TO ANY TRENCHING, CONTACT 811 'CALL BEFORE YOU DIG' AND COORDINATE WITH OWNER AND UTILITIES TO LOCATE ALL BURIED POWER, COMMUNICATIONS, GAS, WATER, SEWER, IRRIGATION PIPING, ETC. FROM THIS INFORMATION, ESTABLISH THE BEST ROUTING AND PLAN FOR AREAS THAT WILL REQUIRE HAND DIGGING.
H. ALL PATHWAYS ON SITE SHALL HAVE A MINIMUM OF 36" OF CLEAN, PROPERLY COMPACTED COVER.
I. CAREFULLY CUT AND RETAIN SOD ALIVE FOR REINSTALLATION. SAW CUT, REMOVE, AND LEGALLY DISPOSE OF CONCRETE AND ASPHALT.
J. INSTALL MOLDED PLASTIC INTERMEDIATE (HORIZONTAL) SPACERS EVERY SIX FEET WHENEVER TWO OR MORE CONDUITS ARE INSTALLED IN A TRENCH. MAINTAIN A MINIMUM 12-INCH SEPARATION BETWEEN POWER AND COMMUNICATIONS CONDUITS. WHERE TRENCH IS SHARED WITH OTHER UTILITIES, A MINIMUM 24-INCH SEPARATION SHALL BE MAINTAINED FROM WATER, GAS, OR SEWER LINES. ALL CONDUIT SEPARATIONS ARE MEASURED SURFACE-TO-SURFACE AND NOT CENTER-TO-CENTER.
K. FILL TRENCH AND COMPACT TO MATCH ADJACENT UNDISTURBED SOIL. REPLACE SOD TO MATCH EXISTING. POUR CONCRETE AND REPLACE ASPHALT TO MATCH ADJACENT SURFACES.
L. CONTRACTOR SHALL BE RESPONSIBLE FOR REPAIR OF ANY DAMAGE TO EXISTING BURIED POWER, COMMUNICATIONS, GAS, WATER, SEWER, IRRIGATION PIPING, ETC. AND SHALL HIRE TRAINED AND CERTIFIED CRAFTSMEN TO PERFORM THE REPAIRS AND BRING THEM BACK TO 'LIKE EXISTING CONDITIONS'. REPAIR WORK WILL NOT BE CONSIDERED COMPLIETE UNTIL ALL SYSTEMS ARE ONCE AGAIN FUNCTIONING PROPERLY AND OWNER IS SATISFIED WITH THE REPAIRS.
M. EXISTING UTILITIES AND SITE CONDITIONS ARE NOT SHOWN ON THESE DRAWINGS. REFER TO CIVIL DRAWINGS FOR LOCATION OF EXISTING UTILITIES AND SITE INFORMATION.

KEY NOTES:

1. EXISTING WALL MOUNTED TELECOMMUNICATIONS CABINET LOCATION. PROVIDE RACK MOUNTED FIBER OPTIC PATCH PANEL. PROVIDE (4) 1 GIGABIT LC SFPs FOR EXISTING VIGITRON SWITCH. SEE SPECIFICATIONS FOR ADDITIONAL DETAILS.
2. RUN (2) 1-1/2" INNERDUCT FROM NEMA 3R JUNCTION BOX TO WALL MOUNTED COMMUNICATIONS CABINET IN TELECOMMUNICATIONS ROOM. WEATHERPROOF BUILDING PENETRATION.
3. (16" x 16" x 8") NEMA 3R JUNCTION BOX. WALL MOUNT AT HEIGHT OF INTERIOR BAR JOISTS. AVOID CONFLICT WITH INTERIOR UNIT HEATER. WEATHERPROOF ALL CONDUIT PENETRATIONS.
4. RUN 3" SCHEDULE 40 PVC CONDUIT FROM COMMUNICATIONS HANDHOLE TO WALL MOUNTED NEMA 3R JUNCTION BOX. RUN CONDUIT BELOW GRADE TO EXTERIOR WALL. RUN CONDUIT TIGHT TO WALL.
5. PROVIDE TYPE I COMMUNICATIONS HANDHOLE. SEE DETAIL 5/T-3 FOR ADDITIONAL INFORMATION.
6. TRENCH 2" SCHEDULE 80 PVC CONDUIT BETWEEN COMMUNICATION HANDHOLES AS SHOWN. SEE DETAIL 2/T-3 FOR ADDITIONAL INFORMATION.
7. TRENCH 2" SCHEDULE 40 PVC CONDUIT BETWEEN COMMUNICATION HANDHOLE AND H-FRAME MOUNTED COMMUNICATIONS ENCLOSURE AS SHOWN. SEE DETAIL 2/T-3 FOR ADDITIONAL INFORMATION.
8. TRENCH 2" SCHEDULE 40 PVC CONDUIT BETWEEN COMMUNICATION HANDHOLES AS SHOWN. SEE DETAIL 2/T-3 FOR ADDITIONAL INFORMATION.
9. RUN (1) 12-STRAND SINGLE MODE FIBER OPTIC CABLE FROM TELECOMMUNICATIONS RACK (KEYNOTE 1) TO EACH H-FRAME MOUNTED COMMUNICATIONS ENCLOSURE (KEYNOTE 10). USE PATHWAY SHOWN.
10. COMMUNICATIONS NEMA ENCLOSURE MOUNTED TO H-FRAME. SEE DETAILS 3/T-3 AND 4/T-3 FOR ADDITIONAL DETAILS.
11. PROVIDE TYPE III COMMUNICATIONS HANDHOLE. SEE DETAIL 6/T-3 FOR ADDITIONAL INFORMATION.
12. PROVIDE TYPE IV COMMUNICATIONS HANDHOLE. SEE DETAIL 6/T-3 FOR ADDITIONAL INFORMATION.
13. LIGHT POLE LOCATION. SEE DETAIL 1/T-3 AND ELECTRICAL PLANS FOR ADDITIONAL INFORMATION.
14. PROVIDE TYPE II COMMUNICATIONS HANDHOLE. SEE DETAIL 5/T-3 FOR ADDITIONAL INFORMATION.
15. LIGHT POLE LOCATION.
16. BORE A SINGLE 3" HDPE SDR 11 CONDUIT BETWEEN COMMUNICATION HANDHOLES AS SHOWN.
17. PROVIDE SURFACE RESTORATION FOR ROADWAY CROSSING. SEE CIVIL DETAIL 2/D-2 FOR ADDITIONAL INFORMATION.
18. PROVIDE TYPE I COMMUNICATIONS HANDHOLE. ALL AREAS DISTURBED BY INSTALLATION SHALL BE RESTORED TO MATCH EXISTING SURFACE CONDITIONS. SEE DETAIL 5/T-3 FOR ADDITIONAL INFORMATION.



2 ICT PLAN – OVERALL PLAN
1" = 160'-0"

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Pete Weber
BICSI ID # 338572
EXPIRES 12-31-28
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N

40' 20' 0 40' 80'
SCALE IN FEET
160' 80' 0 160' 320'
SCALE IN FEET

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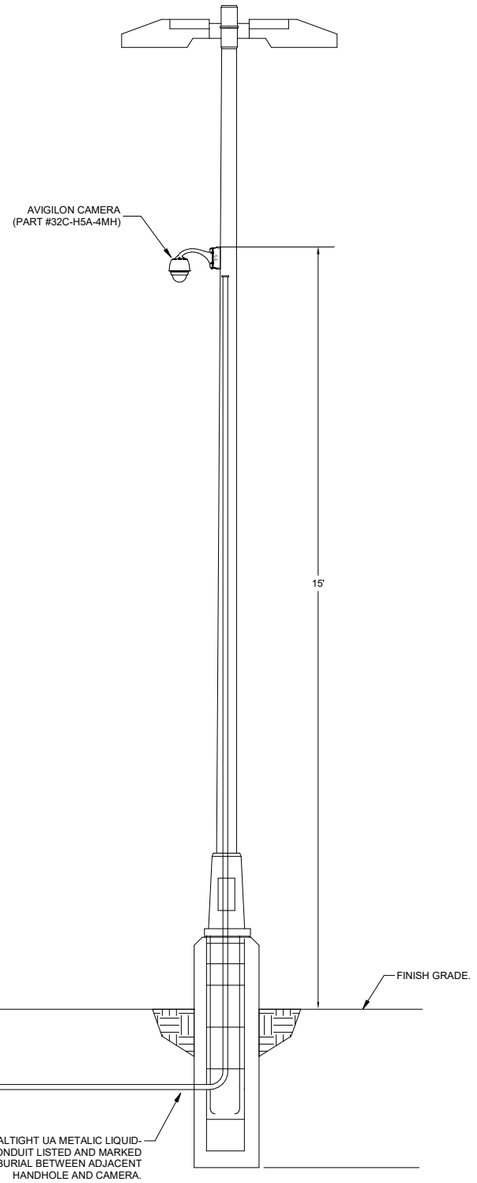
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ICT PARKING LOT PLAN

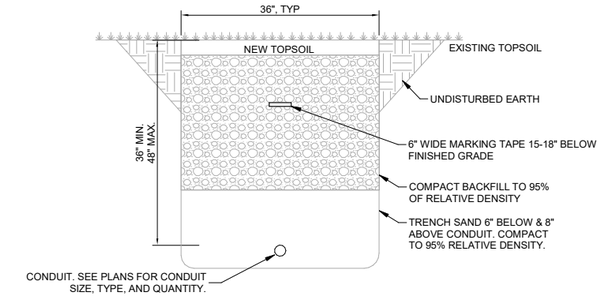
PROJECT NUMBER 2447.150.25
SHEET NUMBER 19
DRAWING NUMBER T-2

Autodesk Docs://2447.150.25 - BIL - West Shuttle Parking Lot Construction/2447.150.25 - BIL -West Shuttle Parking Lot_MEP/CT_V24.rvt



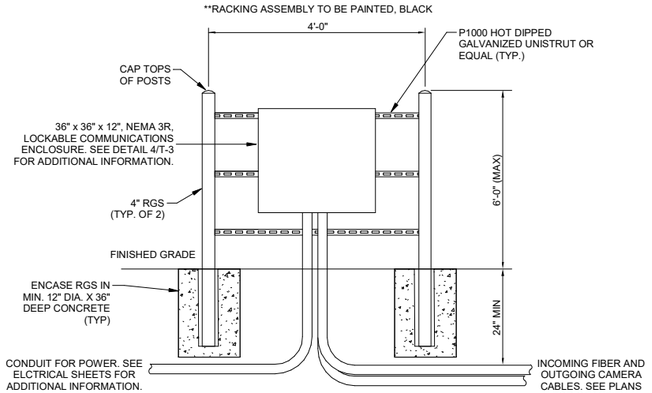
NOTE:
- WEATHERPROOF ALL LIGHT POLE PENETRATIONS AND APPLY RUST INHIBITOR. MATCH POLE COLOR.
- SEE ELECTRICAL DRAWINGS FOR ADDITIONAL INSTALLATION INFORMATION ON LIGHTING POLE.

1 POLE LIGHT BASE DETAIL
N.T.S.

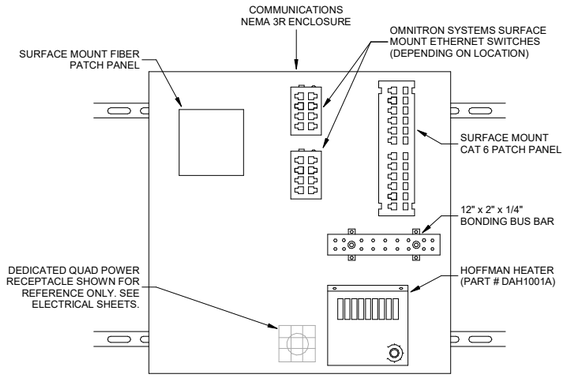


NOTE:
- EDGE OF TRENCH TO BE 36" MIN FROM EDGE OF WATER OR SEWER LINE
- WHEN TRENCH IS SHARED WITH OTHER UTILITIES, SUCH AS POWER OR GAS, ENSURE 12" MINIMUM SPACING BETWEEN ICT CONDUITS AND OTHER UTILITIES.
- PROVIDE 18 AWG STRANDED LOCATE WIRE WITHIN CONDUIT.

2 COMMUNICATIONS - TRENCH DETAIL
N.T.S.



3 UNISTRUT MOUNTING DETAIL
N.T.S.

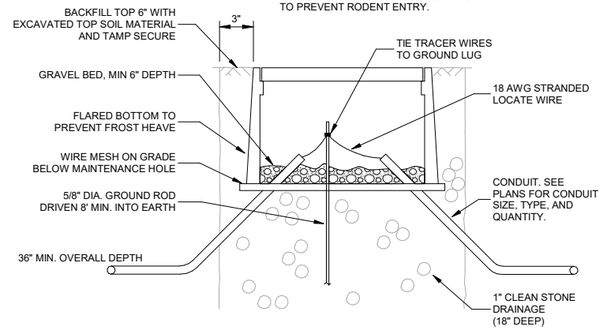


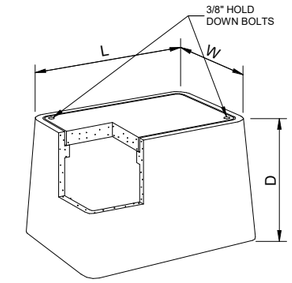
NORTH ENCLOSURE:
- PROVIDE (2) OMNITRON SYSTEMS SURFACE MOUNT ETHERNET SWITCHES ((1) PART # 3119B-0-14-1W AND (1) PART # 3119B-0-24-1W)
- PROVIDE (3) 1 GIG LC SFP MODULES.

SOUTH ENCLOSURE:
- PROVIDE (1) OMNITRON SYSTEMS SURFACE MOUNT ETHERNET SWITCHES (PART # 3119B-0-14-1W)
- PROVIDE (1) 1 GIG LC SFP MODULES.

4 COMMUNICATIONS ENCLOSURE DETAIL
N.T.S.

NOTES:
- LABEL BOX LID: "COMMUNICATIONS"
- COVER ALL BELOW-GRADE OPENINGS TO PREVENT RODENT ENTRY.

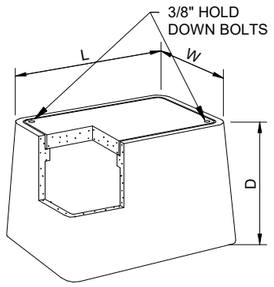




TYPE I: TIER 15 RATED CONCRETE POLYMER PULL BOX MINIMUM INSIDE DIMENSIONS
W = 17"
L = 30"
D = 24"

TYPE II: TIER 22 RATED CONCRETE POLYMER PULL BOX MINIMUM INSIDE DIMENSIONS
W = 17"
L = 30"
D = 24"

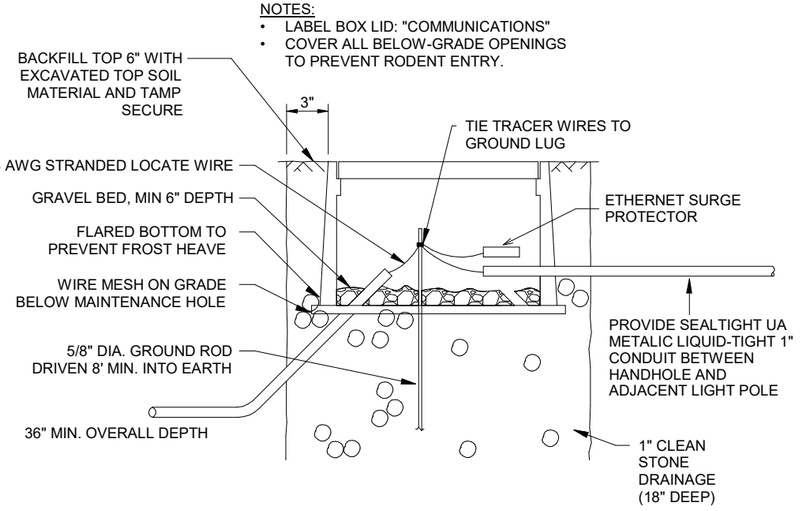
5 COMMUNICATIONS - HANDHOLE DETAIL TYPE I AND II
N.T.S.



TYPE III: TIER 15 RATED CONCRETE POLYMER PULL BOX MINIMUM INSIDE DIMENSIONS
W = 12"
L = 12"
D = 24"

TYPE IV: TIER 22 RATED CONCRETE POLYMER PULL BOX MINIMUM INSIDE DIMENSIONS
W = 12"
L = 12"
D = 24"

NOTES:
- LABEL BOX LID: "COMMUNICATIONS"
- COVER ALL BELOW-GRADE OPENINGS TO PREVENT RODENT ENTRY.



6 COMMUNICATIONS - HANDHOLE DETAIL TYPE III AND IV
N.T.S.

REGISTERED COMMUNICATIONS DISTRIBUTION DESIGNERS
BICSI
Pete Weber
BICSI ID # 338372
EXPIRES 12-31-28
RCDD

100% CD
APRIL 2026

VERIFY SCALE!
THESE PRINTS MAY BE REDUCED. LINE BELOW MEASURES ONE INCH ON ORIGINAL DRAWING.
MODIFY SCALE ACCORDINGLY!

REVISIONS			
NO.	DESCRIPTION	DATE	BY

PLOTTED ON: 4/3/2026 9:17:41 AM

Morrison Maierle
engineers • surveyors • planners • scientists
315 N. 25th Street, Suite 102, Billings, MT 59101
406.656.6000 www.m-m.net
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TYLER J. HARRIS 85920 PE 4-2-26 LICENSED PROFESSIONAL ENGINEER MONTANA

DRAWN BY: CCO
DSGN. BY: PJW
APPR. BY: PJW
DATE: 04/2026
Q.C. REVIEW BY: PMH
DATE: 3/30/26

BILLINGS LOGAN INTERNATIONAL AIRPORT
WEST SHUTTLE PARKING LOT CONSTRUCTION
BILLINGS MONTANA

ICT DETAILS

PROJECT NUMBER 2447.150.25
SHEET NUMBER 20
DRAWING NUMBER T-3

Autodesk Docs://2447.150.25 - BIL - West Shuttle Parking Lot Construction/2447.150.25 – BIL -West Shuttle Parking Lot_MEPICT_V24.rvt

Consent 1. A. 3.

City Council Regular Business Meeting
Meeting Date: 06/08/2026
TITLE: SID 1430 Annafeld North, 1st Filing and Annafeld Subdivision, 6th & 7th Filing Streetlights, Bid Award
PRESENTED BY: Mac Fogelsong, City Engineer
Department: Public Works
Presentation: No
Legal Review: No
Project Number: N/A

RECOMMENDATION
Staff recommends that Council reject all bids received for SID 1430 Annafeld North Subdivision, 1st Filing and Annafeld Subdivision 6th and 7th Filings.

EXECUTIVE SUMMARY
SID 1430 will provide for the installation of streetlights within Annafeld North Subdivision 1st Filing and Annafeld Subdivision 6th and 7th Filings, with all project costs funded through Special Improvement District bond assessments to benefiting property owners. Five bids were received for the project; however, the apparent low bid contained an error, the second-lowest bidder failed to provide required qualifications, and the remaining bids exceeded the engineer's estimate of $345,270. Staff recommends rejecting all bids and re-advertising the project in accordance with the City's bidding procedures and in the best interest of the City.

BACKGROUND (Consistency with Adopted Plans and Policies, if applicable)
SID 1430 will provide for the installation of streetlights within Annafeld North Subdivision 1st Filing and Annafeld Subdivision 6th and 7th Filings. Streetlights will be installed along all street frontages. Maintenance of the streetlights will remain the responsibility of the Homeowners Association until the full Annafeld Subdivision is completed, at which time a Special Improvement Light Maintenance District (SILMD) will be established for ongoing maintenance. This Council action pertains to the award of the streetlight construction contract.

The project was advertised on April 3, 10, and 17, 2026, in the Yellowstone County News and on the City's website. Bids were opened on April 21, 2026, and five bids were received. The apparent low bid contained an error identified late in the review process, and the second-lowest bidder failed to submit the required qualifications within five days of the City's request. The remaining bids exceeded the estimated project budget for the streetlight improvements.

Pursuant to the bidding documents, the City reserves the right to reject any or all bids, waive informalities, postpone award of the contract for up to sixty (60) days, and accept the lowest responsive and responsible bid deemed to be in the best interest of the City. Accordingly, staff recommends rejecting all bids and re-advertising the project to obtain new bids.

FISCAL EFFECTS
The following bids were received:

CONTRACTOR	BID
Canyon Electric	$287,725.00
U1 Utilities One	$382,608.60
Ace Electric	$421,618.00
Millenium Electric	$493,113.60
Montana Lines, Inc.	$496,207.50

There is no direct cost to the City for this project. All project costs will be reimbursed through the sale of bonds, which will be assessed to benefiting property owners. The estimate for the streetlight installation was $345,270. Funding for SID 1430 was included in the FY26 budget through Special Improvement District bond funds.

STAKEHOLDERS

ALTERNATIVES

City Council may:

- Not award a contract and reject all bids. The streetlight improvements component of the SID will then be re-bid.
- Provide alternate direction to staff

City Council Regular Business Meeting
Meeting Date: 06/08/2026
TITLE: Type 3, Model 34 Fire Engine Awarded to Hughes Fire Equipment
PRESENTED BY: Matt Hoppel, Fire Chief
Department: Fire
Presentation: No
Legal Review: No
Project Number: N/A

RECOMMENDATION

Staff recommends the City Council approves the purchase of a 2026 BME Model 34 Fire Engine AS921022026, with attachments, from Hughes Fire Equipment in the amount of $589,536.00.

EXECUTIVE SUMMARY

The proposed purchase of a 2026 or newer BME Type 34 Fire Engine with attachments is included in the approved FY2026 Equipment Replacement Plan and Fire Department budget. The unit will increase the Fire Department's wildland urban interface firefighting capability and may also be used for front-line service when needed. Staff recommends procurement through a Sourcewell cooperative purchasing agreement, with delivery anticipated within approximately 24 months.

BACKGROUND (Consistency with Adopted Plans and Policies, if applicable)

The purchase of a Model 34 Fire Engine with attachments is included in the approved FY26 Equipment Replacement Plan and FY26 Fire Department budget. This fire engine is needed for increasing the wildland urban interface firefighting capability and can also serve on the front line service if needed.

The new unit will be a 2026 or newer BME Type 34 Engine. Timing is of an essence as assembly averages 2–3 years for manufacturers. The purchase price includes progress and pre-payment discounts, as well as factory inspection visit and transportation costs. Delivery is anticipated within 24 months.

Staff is recommending procurement of the equipment using a Sourcewell cooperative purchase agreement. The Sourcewell Cooperative Purchasing contracts are vetted through a competitive bid process on a large scale for numerous communities and organizations. Historically, it has proven advantageous for the City to utilize cooperative purchasing contracts in many cases to procure items, without further competition. In each case, staff evaluates the procurement options to determine which is the most beneficial for the City.

FISCAL EFFECTS

The 2026 BME Type 34 Engine was budgeted in FY26. There is sufficient budget for this purchase.

STAKEHOLDERS

ALTERNATIVES

City Council may:

- Approve the purchase of the 2026 BME Model 34 Fire Engine AS921022026, with attachments, from Hughes Fire Equipment in the amount of $589,536.00; or,
- Not approve the purchase and provide additional guidance to staff.

City Council Regular Business Meeting
Meeting Date: 06/08/2026
TITLE: W.O. 25-34: 11th Avenue South Street Reconstruction, Bid Award
PRESENTED BY: Mac Fogelsong, City Engineer
Department: Public Works
Presentation: No
Legal Review: No
Project Number: N/A

RECOMMENDATION

Staff recommends City Council award a construction contract to K2 Civil, Inc. for W.O. 25-34 - 11th Avenue South Reconstruction in the amount of $357,661.

EXECUTIVE SUMMARY

W.O. 25-34 will reconstruct 11th Avenue South from South 27th Street to South 29th Street as part of the City's non-maintainable streets program, which targets streets that have deteriorated beyond the point where routine maintenance and pavement preservation are effective. Improvements include full-depth street reconstruction, curb and gutter replacement where needed, ADA ramp upgrades, and minor storm drainage improvements, while also completing the adjacent corridor reconstruction work initiated with 9th Avenue South and 10th Avenue South in 2025.
Five bids were received for the project, with K2 Civil, Inc. submitting the lowest responsive and responsible bid in the amount of $357,661. The project was budgeted in FY26 using Street Maintenance District 2 funds, and adequate funding is available to award the contract and support additional non-maintainable street projects.

BACKGROUND (Consistency with Adopted Plans and Policies, if applicable)

W.O. 25-34 - 11th Avenue South Street Reconstruction will reconstruct 11th Avenue South from South 27th Street to South 29th Street. As previously communicated to Council, this street was prioritized for the non-maintainable streets program. The non-maintainable program reconstructs streets where maintenance is at a level that reconstruction is necessary. The street improvements associated with W.O. 25-34 include maintenance and replacement of curb and gutter where needed; full-depth reconstruction of the existing asphalt street section which has deteriorated beyond the capabilities of typical pavement preservation programs; replacement of non-compliant accessible ramps and installation of missing accessible ramps; and minor storm drain infrastructure improvements. This project on 11th Avenue South completes the adjacent reconstruction work for 9th Avenue South and 10th Avenue South finished in 2025.

The project was advertised on May 1, May 8, and May 15, 2026, in the Yellowstone County News and on the City's website. Bids were opened on May 19, 2026 and five bids were received. K2 Civil, Inc. submitted the lowest, responsible bid.

FISCAL EFFECTS

The following bids were received:

CONTRACTOR	BID
K2 Civil, Inc.	$357,661.00
Weave Construction	$368,618.00
Knife River	$427,725.00
Askin Construction, LLC	$453,999.00
Riverside Contracting, Inc.	$867,875.00

The project was budgeted in FY26 using Street Maintenance District 2 Funds in the amount of $1,400,000. There are adequate funds to award this contract. Remaining funds will be used for any change orders, construction observation, and materials testing, as well as for additional non-maintainable street projects.

STAKEHOLDERS

ALTERNATIVES

City Council may:

- Award W.O. 25-34 - 11th Avenue South Street Reconstruction to K2 Civil, Inc. in the amount of $357,661; or
- Do not award this project and reject all bids. If the project is not awarded, this section of 11th Avenue South will continue to deteriorate and require substantial maintenance.

Consent 1. A. 6.

City Council Regular Business Meeting
Meeting Date: 06/08/2026
TITLE: W.O. 26-01, Contract 1: 2026 Water Main Replacement, Bid Award
PRESENTED BY: Mac Fogelsong, City Engineer
Department: Public Works
Presentation: No
Legal Review: No
Project Number: N/A

RECOMMENDATION

Staff recommends that City Council award a contract for W.O. 26-01, Contract 1: 2026 Water Main Replacement, to COP Construction, LLC. in the amount of $4,334,253.

EXECUTIVE SUMMARY

This project is part of the City's annual water utility maintenance and replacement program and will replace approximately 8,830 linear feet of aging water mains in two areas of Billings. The replacements were prioritized based on factors including age, break history, lead joint pipe and services, undersized infrastructure, and coordination with future pavement preservation projects. The project will improve system reliability by addressing water mains with frequent breaks and reducing the risk of costly failures on a critical 16-inch transmission main that serves as a primary backup feed to the Heights area. Following a competitive bidding process, staff recommends awarding W.O. 26-01, Contract 1: 2026 Water Main Replacement, to COP Construction, LLC in the amount of $4,334,253, which is within the FY26 Water Fund budget.

BACKGROUND (Consistency with Adopted Plans and Policies, if applicable)

The City replaces and upgrades its water utilities as part of an annual maintenance program. This project will replace approximately 8,830 feet of existing 8-inch, 12-inch, and 16-inch diameter water mains in two separate geographic areas of town. Area 1 consists of Central Avenue from 15th Street West to the alley west of 17th Street West, Lynn Avenue and Saint Johns Avenue from 16th Street West to the alley west of 17th Street West, and 16th Street West from Central to Saint Johns Avenue. Area 1 will replace approximately 4,950 linear feet of 8-inch and 12-inch water mains. Area 2 consists of 6th Avenue North from North 13th Street to North 18th Street, and within North 13th Street and within North 18th Street from 4th Avenue North to 6th Avenue North. Area 2 will replace approximately 3,880 linear feet of 16-inch water mains.

The water mains being replaced were selected based on several criteria including age, break history, lead joint pipe, lead services, undersized water mains, and replacement prior to future pavement preservation projects. The water mains in and adjacent to Central Avenue have a very high frequency of break history and have caused recent property damage. The 16-inch water main within 6th Avenue North is the primary backup feeding the Billings' Heights and has had several main breaks in recent years. Due to the large diameter of the water main, breaks are difficult and expensive to repair.

The project was advertised on May 1, May 8, and May 15, 2026, in the Yellowstone County News and on the City's website. Bids were opened on May 19, 2026 and three bids were received. COP Construction, LLC. submitted the lowest, responsible bid.

FISCAL EFFECTS

The following bids were received:

Contractor	Total Bid Price
COP Construction, LLC	$4,334,253
Askin Construction, LLC	$4,899,401
Western Municipal Construction	$4,939,184

This project was budgeted in FY26 using Water Funds. There is sufficient budget to award this project.

STAKEHOLDERS

ALTERNATIVES

City Council may:

- Award W.O. 26-01, Contract 1: 2026 Water Main Replacement, to COP Construction, LLC in the amount of $4,334,253; or,
- Do not award a contract and reject all bids. If the project is not awarded, the City's water mains in these areas will continue to be unreliable and experience ongoing maintenance problems and expenses.

City Council Regular Business Meeting
Meeting Date: 06/08/2026
TITLE: W.O. 26-36, CCTV City Storm Drain Contract 2, Bid Award
PRESENTED BY: Derick Miller
Department: Public Works
Presentation: No
Legal Review: No
Project Number: N/A

RECOMMENDATION

Staff recommends the City Council award a contract for W.O. 26-36, CCTV City Storm Drain Contract 2 to Pace Infrastructure System Specialists in the amount of $97,057.35.

EXECUTIVE SUMMARY

W.O. 26-36, CCTV City Storm Drain Contract 2, will provide video inspection and condition assessment of approximately 89,505 lineal feet of storm drain mains, manholes, and inlet laterals to better document pipe condition, sediment accumulation, pipe materials, and system locations. The project will improve the City's understanding of its storm drain infrastructure, support targeted maintenance and repair efforts, and provide more accurate GIS mapping and stormwater capital planning data.

Three bids were received for the project, with Pace Infrastructure Systems Specialists submitting the lowest bid in the amount of $97,057.35. The project is funded through FY26 Stormwater Funds, and staff recommends the City Council award the contract to Pace Infrastructure Systems Specialists.

BACKGROUND (Consistency with Adopted Plans and Policies, if applicable)

W.O. 26-36, CCTV City Storm Drain Contract 2, is intended to CCTV City Storm Drain pipes to provide the basis for a condition assessment that includes recording sediment accumulation and pipe condition. The purpose of this project is intended to provide in-pipe video inspection and reporting of approximately 89,505 lineal feet of storm drain mains, manholes, and storm inlet lateral pipes. The project will assess the integrity of the storm drain system, record pipe size and type, document sediment levels, and facilitate creation of accurate maps and data that can be incorporated into the GIS system utilized by multiple City departments. Currently, the condition, pipe type, and location of many of the storm drain pipes and structures is unknown. The goal is to systematically video the storm drain piping and provide an overall assessment of the entire storm drain system. Accurate assessment allows targeted maintenance and repair solutions. Furthermore, this data can also be utilized as additional base information for the stormwater program to provide more accurate budget and capital project programming.

The project was publicly advertised on May 1, May 8, and May 15, 2026 in the Yellowstone County News and on the City's website. Bids were opened on May 19, 2026 and three bids were received.

FISCAL EFFECTS

The following bids were received:

CONTRACTOR	AMOUNT
Pace Infrastructure Systems Specialists	$97,057.35
Tru Pipe	$121,644.60
National Power Rodding Corp.	$1,333,617.00

The project was budgeted in FY26 using Stormwater Funds in the amount of $250,000. The previous CCTV contract encumbered $120,019.15, leaving $129,980.85 available for this project, which is sufficient to award the contract. Remaining funds will be reserved for potential change orders.

Staff reviewed the significant bid spread and noted that the highest bid was submitted by a firm represented outside the Montana region, while the two lowest bids were submitted by local firms. Based on recent similar projects, staff believes the low bid is within the typical cost range for these services.

STAKEHOLDERS

ALTERNATIVES

Council may:

- Award W.O. 26-32, CCTV City Storm Drain, to Pace Infrastructure Systems Specialists in the amount of $97,057.35; or
- Not award a contract and reject all bids. If the project is not awarded, the integrity of many of the storm drains will remain unknown and the City will not be able to proactively repair or replace damaged storm drain facilities, which could cause property damage or flooding.

Consent 1. B.

City Council Regular Business Meeting
Meeting Date: 06/08/2026
TITLE: Pride of Montana Contract Amendment
PRESENTED BY: Tricia Mae
Department: City Hall Administration
Presentation: No
Legal Review: Yes
Project Number: N/A

RECOMMENDATION

Staff recommends that the City Council approve the proposed amendment to the Pride of Montana custodial services contract, originally executed on July 1, 2025.

EXECUTIVE SUMMARY

On July 1, 2025, the City of Billings entered into a custodial services contract with Pride of Montana for City Hall. Since that time, Pride of Montana has consistently demonstrated reliable, high-quality service at both City Hall and the Billings Public Library. The current action before Council is a proposed contract amendment to expand Pride of Montana's scope of work to include custodial services at the Billings Operations Center (BOC), beginning July 1, 2026.

This amendment is necessary due to the termination of the existing custodial contract for the BOC after the vendor failed to meet contractual obligations. Transitioning this work to Pride of Montana will ensure consistent service standards across key City facilities and aligns with the City's operational goals for reliability, accountability, and cost efficiency.

BACKGROUND (Consistency with Adopted Plans and Policies, if applicable)

In accordance with the City's purchasing policies and established council approval procedures, any contract modification that changes the scope of work requires a formal amendment. Because the total contract amount exceeds $80,000, the amendment must be presented to and approved by the City Council, consistent with applicable resolutions and administrative orders governing procurement and contracting authority

FISCAL EFFECTS

Outsourcing custodial services at the BOC is projected to generate total savings of $76,220 for the Facilities Division in FY26. In addition, the proposal from Pride of Montana is expected to yield an additional $36,035.18 in savings over the duration of the contract, which runs through April 30, 2028, with two optional one-year renewals. All projected savings will be directed toward future Capital Improvement Projects at the BOC.

STAKEHOLDERS

City employees working at the BOC, including staff from the Police Department; Solid Waste Division; Parks, Recreation & Public Lands; Public Works Solid Waste and Streets Divisions; Fleet Services; Facilities; and Pride of Montana

ALTERNATIVES

City Council may:

- Approve;or,
- Not Approve

Attachments

Pride_BOC_Amendment1
Pride_BOC_Proposal
Pride_Custodial Contract_7.1.2025

AMENDMENT #1 TO CONTRACT FOR SERVICES

For

CUSTODIAL SERVICES

Between:

THE CITY OF BILLINGS P.O. BOX 1178 Billings, MT 59103	and	PRIDE OF MONTANA 175 N. 27th Street, Ste. 1310 Billings, MT 59101

This will constitute an Amendment to the Contract for Services entered into by the above parties on July 1, 2025, to provide custodial services.

This signed Amendment, dated _____, will serve to amend the existing Contract as follows:

3. **SCOPE OF WORK:** The scope of the work has been amended to add custodial services at the Billings Operations Center (BOC) at the fees outlined below, beginning July 1, 2026.
5. **PAYMENT: CITY** agrees to pay CONTRACTOR a sum of $12,000/month for the additional BOC services. The dayman will be provided for 2 hours/day. Waxing tile floors will be by request at an additional agreed-upon charge.

All other Sections of the original Contract remain the same.

IN WITNESS WHEREOF, the parties hereto have executed this instrument the day and year first above written.

CITY OF BILLINGS, MONTANA

_____

MIKE NELSON
MAYOR

PRIDE OF MONTANA

_____

THOMAS IVERSON, OWNER

May 18, 2026

Billings Operations Center
Tricia Mae
316 N 26th Street
Billings MT 59101

Dear Tricia,

Pride of Montana will provide janitorial services at the Billings Operations Center per the January 24, 2025 RFP for $12,000 per month.

The changes to the scope of work will be the dayman will be provided for 2hrs. per day and waxing tile floors will be per request at additional charge.

Pride's earliest contract start date would be July 1, 2026.

City of Billings will be billed monthly.

Sincerely,

Thomas Iverson
President

Docusign Envelope ID: 51A15687-E34A-4C9C-9A19-2B3FA8761D58

CONTRACT ROUTING FORM

(Contract must be signed by the non-City party before or within routing process)

PARTY TO THE CONTRACT: Pride of Montana Inc

PURPOSE OF CONTRACT: Custodial services at City Hall - 316 N 26th St

PROCUREMENT COMPETED BY:

- [ ] Written quotes
- [ ] Competitive bid
- [x] Request for proposals
- [ ] Cooperative contract _____ Contract #
- [ ] Sole source justification
- [ ] Other (please describe or N/A):

_____

Requestor:

Name: John Caterino

Dept: Admin - Facilities

Phone #: 406-855-8454

- [x] Competition documentation attached (i.e. signed quote form, legal ad, sole source form, cooperative contract, etc.)
- [x] Insurance certificate(s) attached
- [x] Council memo attached 05/27/2025 Date of award
- [x] Signed by vendor (also check if signing in DocuSign)

Docusign Envelope ID: 51A15687-E34A-4C9C-9A19-2B3FA8761D58

SERVICES AGREEMENT

THIS AGREEMENT is made and entered into **07/01/2025**, by and between the **CITY OF BILLINGS, MONTANA,** a municipal corporation organized and existing under the laws of the State of Montana, P.O. Box 1178, Billings, Montana 59103, hereinafter referred to as "**CITY**," and **PRIDE OF MONTANA INC**., of 175 N 27TH St., Suite 1310, Billings, MT 59101hereinafter referred to as "**CONTRACTOR**."

In consideration of the mutual covenants and agreements herein contained, the receipt and sufficiency whereof being hereby acknowledged, the parties hereto agree as follows:

1. **PURPOSE: CITY** agrees to hire **CONTRACTOR** as an independent contractor to perform the services of custodial services described in the Scope of Work attached hereto as Exhibit "A" and by this reference made a part hereof.
2. **EFFECTIVE DATE:** This **AGREEMENT** is effective upon the date of its execution and will terminate on April 30, 2028. The parties may extend this **AGREEMENT**, by mutual written concurrence for two one-year renewal options. Renewals must be signed no later than the final day of each term.
3. **SCOPE OF WORK:** The **CONTRACTOR** shall perform the services set forth in Exhibit "A". In performing these services, the **CONTRACTOR** shall comply with all applicable federal, state and local statutes, rules and ordinances. These services and all duties incidental or necessary therefore shall be performed diligently and completely and in accordance with professional standards of conduct and performance.
4. **INCORPORATION BY REFERENCE:** All exhibits and addenda attached hereto, as well as any bid or proposal referenced, are hereby incorporated into this **AGREEMENT** and made a part hereof. If there is any conflict between such exhibits or addenda and the terms of this **AGREEMENT**, the terms of this **AGREEMENT** shall control.
5. **PAYMENT: CITY** agrees to pay **CONTRACTOR** an amount not to exceed six hundred fourteen thousand thirty-eight dollars and nineteen cents ($614,038.19) for the work described in the Scope of Work in Exhibit "A". **CITY** will pay **CONTRACTOR** in twelve equal monthly payments in each **AGREEMENT** year as set forth in the pricing breakdown below. **CITY** will issue payment to **CONTRACTOR** within 30 days of receiving **CONTRACTOR's** monthly invoice. Any alteration or deviation from the described work that involves extra costs will be executed only upon written request by the **CITY** to **CONTRACTOR** and will become an extra charge over and above the contract amount. The parties must agree in writing upon any extra charges before any extra charges are incurred.

Docusign Envelope ID: 51A15687-E34A-4C9C-9A19-2B3FA8761D58

Year	Price	Monthly Payments
1	$198,660.00	$16,555.00
2	$204,619.80	$17,051.65
3	$210,758.39	11 payments of $17.563.20, and 12th payment of $17.563.19
4	$217,081.15	11 payments of $18,090.09, and 12th payment of $18,090.16
5	$223,593.58	11 payments of $18,632.80, and 12th payment of $18,632.78

The prices established in this **AGREEMENT** may be extended to other political subdivisions within the State of Montana solely at the **CONTRACTOR'S** discretion.

6. **INDEPENDENT CONTRACTOR STATUS:** The parties agree that **CONTRACTOR** is an independent contractor for purposes of this **AGREEMENT**. The parties agree that neither **CONTRACTOR** nor any of **CONTRACTOR's** owners, officers, employees or agents are employees of the **CITY** for any purpose. **CONTRACTOR** and **CONTRACTOR's** owners, officers, employees or agents are not subject to the terms and provisions of the **CITY**'s personnel policies handbook and may not be considered a **CITY** employee for workers' compensation or any other purpose. **CONTRACTOR** is not authorized to represent the **CITY** or otherwise bind the **CITY** in any dealings between **CONTRACTOR** and any third parties.

7. **INDEMNITY:**

The **CONTRACTOR** SHALL:

A. Indemnify and hold **CITY**, its officers, agents and employees harmless from any and all losses, damage and liability to the extent caused by any intentional, reckless or negligent act on the part of **CONTRACTOR** or its owners, officers, agents or employees.

B. Not indemnify and hold the **CITY** harmless from claims, causes of action, lawsuits, damages, judgments, liabilities, and litigation costs and expenses or reasonable attorneys' fees, expert fees and costs to the extent caused by the wrongful, reckless or negligent acts, error or omission of the **CITY** occurring during the course of or as a result of the performance of the **AGREEMENT**.

C. Where claims, lawsuits or liability, including reasonable attorneys' fees, expert fees and costs arise from any wrongful, reckless or negligent act of both the **CITY** and the **CONTRACTOR**, the **CONTRACTOR** shall

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indemnify and hold the **CITY** harmless from only that portion of claims, causes of action, lawsuits, damages, judgments, liabilities, and litigation costs and expenses including reasonable attorneys' fees, expert fees and costs, to the extent caused by the **CONTRACTOR'S** or any subcontractor's wrongful, reckless or negligent acts occurring as a result from the **CONTRACTOR'S** performance pursuant to this **AGREEMENT**.

The **CITY** SHALL:

D. Indemnify and hold **CONTRACTOR**, its officers, agents and employees harmless from any and all losses, damage and liability to the extent caused by any intentional, reckless or negligent act on the part of **CITY** or its agents or employees.

E. Not indemnify and hold the **CONTRACTOR** harmless from claims, causes of action, lawsuits, damages, judgments, liabilities, and litigation costs and expenses or reasonable attorneys' fees and costs to the extent caused by the wrongful, reckless or negligent acts, error or omission of the **CONTRACTOR** occurring during the course of or as a result of the performance of the **AGREEMENT**.

F. Where claims, lawsuits or liability, including reasonable attorneys' fees and costs arise from any wrongful or negligent act of both the **CONTRACTOR** and the **CITY**, the **CITY** shall indemnify and hold the **CONTRACTOR** harmless from only that portion of claims, causes of action, lawsuits, damages, judgments, liabilities, and litigation costs and expenses including attorneys' fees and costs, to the extent caused by the **CITY'S** wrongful, reckless or negligent acts occurring as a result from the **CITY'S** performance pursuant to this **AGREEMENT**.

8. <u>INSURANCE</u>:

A. The **CONTRACTOR** shall maintain in good standing the insurance described in this Section. Before rendering any services under this **AGREEMENT**, the **CONTRACTOR** shall furnish the **CITY** with proof of insurance in accordance with this Section.

The **CONTRACTOR** shall provide the following insurance:

1. Workers' compensation and employer's liability coverage as required by Montana law.
2. Commercial general liability, including contractual liability assumed under an insured agreement and personal injury coverage's -- $750,000 per claim and $1,500,000 per occurrence.
3. Automobile liability -- $1,500,000 per accident.

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Each policy of insurance required by this Section shall provide for no less than 30 days' advance written notice to the **CITY** prior to cancellation.

The **CITY** shall be listed as an additional insured on all policies except Worker's Compensation Policies.

CONTRACTOR shall comply with the applicable requirements of the Workers' Compensation Act, Title 39, Chapter 71, MCA, and the Occupational Disease Act of Montana, Title 39, Chapter 71, MCA.

CONTRACTOR shall maintain workers' compensation insurance coverage for all members and employees of **CONTRACTOR's** business, except for those members who are exempted as independent contractors under the provisions of §39-71-401, MCA.

CONTRACTOR shall furnish **CITY** with copies showing one of the following: **(1)** proof of registration as an independent contractor under Title 39, Chapter 71, MCA; **(2)** a binder for workers' compensation coverage by an insurer licensed and authorized to provide workers' compensation insurance in the State of Montana; or **(3)** proof of exemption from workers' compensation granted by law for independent contractors.

9. **COMPLIANCE WITH LAWS: CONTRACTOR** agrees to comply with all applicable federal, state, and local laws, ordinances, rules, and regulations. **CONTRACTOR** agrees to purchase a **CITY** business license.

10. **PREVAILING WAGE RATES:** Unless superseded by federal law, Montana law requires that contractors and subcontractors give preference to the employment of Montana residents for any public works contract in excess of $25,000 for construction or nonconstruction services in accordance with sections 18-2-401 through 18-2-432, MCA, and all administrative rules adopted pursuant thereto. Unless superseded by federal law, each contractor shall ensure that at least 50% of the contractor's workers performing labor on a construction project are bona fide Montana residents. The Commissioner of the Montana Department of Labor and Industry has established the resident requirements in accordance with sections 18-2-403 and 18-2-409, MCA. Any and all questions concerning prevailing wage and Montana resident issues should be directed to the Montana Department of Labor and Industry.

    In addition, unless superseded by federal law, all employees working on a public works contract shall be paid prevailing wage rates in accordance with sections 18-2-401 through 18-2-432, MCA, and all administrative rules adopted pursuant thereto. Montana law requires that all public works contracts, as defined in section 18-2-401, MCA, in which the total cost of the contract is in excess of $25,000, contain a provision stating for each job classification the standard prevailing wage

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rate, including fringe benefits, travel, per diem, and zone pay that the contractors, subcontractors, and employers shall pay during the public works contract.

Section 18-2-406, MCA, requires that all contractors, subcontractors, and employers who are performing work or providing services under a public works contract post in a prominent and accessible site on the project staging area or work area, no later than the first day of work and continuing for the entire duration of the contract, a legible statement of all wages and fringe benefits to be paid to the employees in compliance with section 18-2-423, MCA. Section 18-2-423, MCA, requires that employees receiving an hourly wage must be paid on a weekly basis.

Furthermore, Section 18-2-417, requires allowance for a 3% annual increase in wages for a multiyear contract. (1) Any public works contract that by the terms of the original contract calls for more than 30 months to fully perform must include a provision to adjust, as provided in subsection (2), the standard prevailing rate of wages to be paid to the workers performing the contract. (2) The standard prevailing rate of wages paid to workers under a contract subject to this section must be adjusted 12 months after the date of the award of the public works contract. The amount of the adjustment must be a 3% increase. The adjustment must be made and applied every 12 months for the term of the contract. (3) Any increase in the standard rate of prevailing wages for workers under this section is the sole responsibility of the contractor and any subcontractors and not the contracting agency.

Each contractor, subcontractor, and employer must maintain payroll records in a manner readily capable of being certified for submission under section 18-2-423, MCA, for not less than three years after the contractor's, subcontractor's, or employer's completion of work on the public works contract.

The nature of the work performed or services provided under this contract meets the statutory definition of a "public works contract" under section 18-2-401(11)(a), MCA, The booklet is attached and may also be found at http://erd.dli.mt.gov/labor-standards/state-prevailing-wage-rates.

11. NONDISCRIMINATION:

A. **CONTRACTOR** shall, in performance of work under this **AGREEMENT**, fully comply with all applicable federal, state, or local laws, rules, regulations, and executive orders including but not limited to, the Montana Human Rights Act, the Equal Pay Act of 1963, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. **CONTRACTOR** is the employer for the purpose of providing healthcare benefits and paying any applicable penalties, fees and taxes under the Patient Protection and Affordable Care Act [P.L. 111-148, 124 Stat. 119]. Any subletting or subcontracting by **CONTRACTOR** subjects subcontractors to the same

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provisions. In accordance with 49-3-207, MCA, and Executive Order No. 04-2016. **CONTRACTOR** agrees that the hiring of persons to perform this Contract will be made on the basis of merit and qualifications and there will be no discrimination based on race, color, sex, pregnancy, childbirth or medical conditions related to pregnancy or childbirth, political or religious affiliation or ideas, culture, creed, social origin or condition, genetic information, sexual orientation, gender identity or expression, national origin, ancestry, age, physical or mental disability, military service or veteran status, or marital status by the persons performing this **AGREEMENT**. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

B. The **CONTRACTOR** shall state, in all solicitations or advertisements for employees to work on jobs, that all qualified applicants will receive equal consideration for employment without regard to race, color, sex, pregnancy, childbirth or medical conditions related to pregnancy or childbirth, political or religious affiliation or ideas, culture, creed, social origin or condition, genetic information, sexual orientation, gender identity or expression, national origin, ancestry, age, physical or mental disability, military service or veteran status, or marital status

The **CONTRACTOR** and subcontractor shall abide by the requirements of 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a), which prohibit discrimination against qualified protected veterans and/or qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and individuals with disabilities.

The **CONTRACTOR** and any subcontractor shall abide by the requirements of 41 CRF 60-1.4, which states employees or applicants may not be discharged or in any other manner discriminated against because they have inquired about, discussed, or disclosed their own pay or the pay of another employee or applicant. However, employees who have access to the compensation information of other employees or applicants as a part of their essential job functions cannot disclose the pay of other employees or applicants to individuals who do not otherwise have access to compensation information, unless the disclosure is (a) in response to a

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formal complaint or charge, (b) in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or (c) consistent with the **CONTRACTOR'S** legal duty to furnish information.

C. The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

D. The **CONTRACTOR** shall comply with any and all reporting requirements that may apply to it that the **CITY** may establish by regulation. The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

E. The **CONTRACTOR** shall comply with all applicable federal, state, and city laws concerning the prohibition of discrimination. This includes complying with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

F. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

G. The **CONTRACTOR** shall include the provisions of Subsections A through F of this Section in every subcontract or purchase order under this **AGREEMENT**, so as to be binding upon every such subcontractor or vendor of the **CONTRACTOR** under this **AGREEMENT**. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the

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contractor may request the United States to enter into such litigation to protect the interests of the United States.

H. The **CONTRACTOR** agrees to post, in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

12. **CONTRACTOR PERSONNEL:** A list of personnel who will be onsite for work shall be provided by **CONTRACTOR** to **CITY** within 10 business days of contract execution, including:

A. First and last name;

B. Duration onsite; and,

C. Personnel responsibilities.

13. **BACKGROUND CHECKS: CONTRACTOR** to have all employees fingerprint-based felony background check and CJIN certification approved before working in Police, Courts, City Attorney, and IT areas of City Hall.

14. **SAFETY PROGRAM: CONTRACTOR** to provide **CITY** with safety program within 10 business days of contract execution.

15. **TERMINATION:** This **AGREEMENT** may be terminated by either party for any reason and at any time upon giving the other party thirty (30) days' prior written notice of termination, with the effective date of termination occurring thirty (30) days following the date of the written notice. Notices shall be provided in writing and hand-delivered or mailed to the parties at the addresses set forth in the first paragraph of this **AGREEMENT**.

16. **LIAISON:** The **CITY's** designated liaison for this **AGREEMENT** is John Caterino and the **CONTRACTOR**'s designated liaison for this **AGREEMENT** is Tom Iverson.

17. **GOVERNING LAW AND VENUE:** This **AGREEMENT** shall be construed and enforced in accordance with the laws of the State of Montana. Venue for any suit between the parties arising out of this **AGREEMENT** shall be the State of Montana Thirteenth Judicial District Court, Yellowstone County.

18. **SEVERABILITY:** Any provision or part of the **AGREEMENT** held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the **CITY** and the **CONTRACTOR**, who agree that the **AGREEMENT** shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the parties as pertains to the stricken provision.

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19. **SUCCESSORS AND ASSIGNS:** Neither the **CITY** nor the **CONTRACTOR** shall assign, transfer or encumber any rights, duties or interests accruing from this **AGREEMENT** without the written consent of the other.

20. **OWNERSHIP OF DOCUMENTS:** All documents, data, drawings, specifications, software applications and other products or materials produced by the **CONTRACTOR** in connection with the services rendered under this **AGREEMENT** shall be the property of the **CITY** whether the project for which they are made is executed or not. All such documents, products and materials shall be forwarded to the **CITY** at its request and may be used by the **CITY** as it sees fit. The **CITY** agrees that if the documents, products, and materials prepared by the **CONTRACTOR** are used for purposes other than those intended by the **AGREEMENT**, the **CITY** does so at its sole risk and agrees to hold the **CONTRACTOR** harmless for such use. All or any portions of materials, products and documents produced under this **AGREEMENT** may be used by the **CONTRACTOR** upon confirmation from the **CITY** that they are subject to disclosure under the Public Disclosure Act. All services performed under this **AGREEMENT** will be conducted solely for the benefit of the **CITY** and will not be used for any other purpose without written consent of the **CITY**. Any information relating to the services will not be released without the written permission of the **CITY**. The **CONTRACTOR** shall preserve the confidentiality of all **CITY** documents and data accessed for use in **CONTRACTOR**'s work product.

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IN WITNESS WHEREOF, the parties hereto have executed this instrument the day and year first above written.

CITY OF BILLINGS, MONTANA

Signed by:
William A. Cole
2CA11D5423334EE...

WILLIAM A. COLE, MAYOR

APPROVED AS TO FORM:

DocuSigned by:
Todd Corne
4DBF6941AA01405...

CITY ATTORNEY'S OFFICE

ATTEST:

Signed by:
Denise Bohlman
D503C2218DC34F0...

DENISE BOHLMAN, CITY CLERK

PRIDE OF MONTANA INC.

Signed by:
Tom Iverson
3BB83D0EC68548B...

SIGNATURE

Tom Iverson

PRINT NAME

President

PRINT TITLE

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EXHIBIT A – CLEANING SCOPE

All services to be rendered at
Site Name: City Hall
Site Address: 316 N 26th St., Billings, MT 59101
Tax ID: A00251
Item: Custodial Services

Services to be provided Monday through Friday, less City holidays, and include 3 hours of day porting. Hours of operations: 1pm-4pm for day porting. 5pm and on for nightly services.
Owner to supply consumables, vendor to supply equipment and operating chemicals.
Vacuuming scope to be 3 times a week with space vac wide area carpet M/W/F, and 2 times a week with upright T/TH.

Area	**Frequency**			
Restrooms and Locker Rooms	Weekly	Monthly	Quarterly	Yearly
Check and stock consumables	5			
Empty trash and replace can liners	5			
Clean/disinfect urinals and toilets	5			
Clean/disinfect sinks, sink fixtures, and brightwork	5			
Clean mirrors	5			
Mop floors, dust and vacuum as needed	5			
Spot clean as necessary	5			
Spot clean/disinfect walls, urinal partitions, and toilet partitions	1			
Clean/disinfect shower stalls and walls		1		
Deep clean of grout and tile			1	
Machine scrub floors				2
Deep clean shower stalls				1

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Area	Frequency			
Break Rooms	Weekly	Monthly	Quarterly	Yearly
Check and stock consumables	5			
Empty trash and replace can liners	5			
Spot clean LVP flooring	5			
Clean/disinfect sinks and countertops	5			
Clean/disinfect door hardware	5			
Clean windows	5			
Wipe down tables	5			
Wipe chairs		1		

Area	Frequency			
Offices, Workstations, Private Areas	Weekly	Monthly	Quarterly	Yearly
Vacuum carpet floors	5			
Spot clean as necessary	5			
Wipe door handles	1			
Clean windows	1			
Wipe partition tops and glass ledges	1			
Dust windowsills		2		
Dust surfaces between shoulder and knees, as necessary		1		
Dust surfaces above shoulder and below knees, as necessary		1		

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Area	Frequency			
Entry Ways and Lobbies	Weekly	Monthly	Quarterly	Yearly
Empty trash and replace can liners	5			
Mop terrazzo floors and vacuum carpet	5			
Clean glass entry doors inside/outside	5			
Vacuum carpet floor mats	5			
Spot clean as necessary	5			
Shampoo carpet				1

Area	Frequency			
Hallways/Common Areas	Weekly	Monthly	Quarterly	Yearly
Mop terrazzo and tile floors, and vacuum carpet	5			
Spot clean lobby furniture	5			
Spot clean walls from floor to shoulder	1			
Clean baseboards		1		

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Area	Frequency			
Elevators	Weekly	Monthly	Quarterly	Yearly
Vacuum floors	5			
Wipe elevator controls	5			
Spot clean interior car and hall doors as necessary	5			

Area	Frequency			
Courtrooms	Weekly	Monthly	Quarterly	Yearly
Vacuum floors	5			
Wipe benches	5			
Wipe counter	5			
Clean/disinfect door hardware	5			

Area	Frequency			
Meeting Rooms	Weekly	Monthly	Quarterly	Yearly
Vacuum floors	5			
Wipe tables	5			
Clean glass	5			
Clean/disinfect door hardware	5			

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Area	Frequency			
Customer Counters	Weekly	Monthly	Quarterly	Yearly
Wipe counter	5			
Clean glass	5			
Clean/disinfect door hardware	5			

Area	Frequency			
Stairwells	Weekly	Monthly	Quarterly	Yearly
Spot clean	5			

Area	Frequency			
Council Chambers	Weekly	Monthly	Quarterly	Yearly
Vacuum carpet	1			
Clean glass	1			
Wipe chairs, as necessary	1			
Wipe counters	1			
Clean/disinfect door hardware	1			

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Floor Areas – Total

Floor	Area
1st floor	26,159 square feet
2nd floor	34,295 square feet
3rd floor	34,295 square feet
4th floor	34,295 square feet
5th floor	34,295 square feet

Floor Areas – Total Built Out and Occupied

Floor	Area
1st floor	19,402 square feet
2nd floor	29,326 square feet
3rd floor	18,930 square feet
4th floor	23,057 square feet
5th floor	30,162 square feet

Floor Areas – Common Areas (shared TR and lobbies)

Floor	Area
1st floor	6,074 square feet
2nd floor	3,538 square feet
3rd floor	3,000 square feet
4th floor	2,254 square feet
5th floor	3,773 square feet

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CITY OF Billings

Toilet Rooms – Fixtures

Floor	Lavs	Water Closets	Urinals	Water Coolers	Showers
Lower Basement	3	3	0	0	2
1st floor	5	7	2	2	0
2nd floor	9	9	2	2	0
3rd floor	8	11	3	2	0
4th floor	10	13	3	2	0
5th floor	8	10	3	2	0

Toilet Rooms – Dispensers

Floor	Soap	Toilet Paper	Paper Towels	Seat Covers	Napkin Cans
Lower Basement	3	3	3	0	0
1st floor	7	7	7	7	4
2nd floor	14	10	14	10	4
3rd floor	2	9	4	9	6
4th floor	9	13	9	11	7
5th floor	12	10	10	10	7

Breakrooms – Fixtures and Dispensers

Floor	Soap	Paper Towels	Sinks
Lower Basement	0	0	0
1st floor	2	2	2
2nd floor	2	2	2
3rd floor	0	0	0
4th floor	3	3	3
5th floor	4	4	4

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Waste Cans

1st floor	
Size	**Quantity**
7 gallon	1
16 gallon	10
23 gallon	4
35 gallon	4

2nd floor	
Size	**Quantity**
7 gallon	7
16 gallon	6
23 gallon	0
30 gallon	10
35 gallon	17

3rd floor	
Size	**Quantity**
7 gallon	0
16 gallon	4
23 gallon	0
35 gallon	0

4th floor	
Size	**Quantity**
7 gallon	3
16 gallon	5
23 gallon	0
30 gallon	4
35 gallon	13

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5th floor	
Size	**Quantity**
7 gallon	7
16 gallon	15
23 gallon	6
30 gallon	10
35 gallon	3

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PRIDOFM-01 JBERTELSEN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/25/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Bravera Insurance, Inc
220 1st Ave W
Dickinson, ND 58601

CONTACT NAME: Jessica A. Bertelsen, CIC, CISR
PHONE (A/C, No, Ext): (701) 483-9104 3321 FAX (A/C, No): (701) 483-3208
E-MAIL ADDRESS: jbertelsen@bravera.bank

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Acuity, A Mutual Insurance Company	14184
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Pride of Montana Inc.
175 N 27th St, Suite 1310
Billings, MT 59101

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR	X	X	ZK2878	7/1/2024	7/1/2025	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 3,000,000
	POLICY X PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$ 3,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO	X	X	ZK2878	7/1/2024	7/1/2025	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	UMBRELLA LIAB X OCCUR			ZK2878	7/1/2024	7/1/2025	EACH OCCURRENCE	$ 1,000,000
	X EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 1,000,000
	DED RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N			ZK2878	7/1/2024	7/1/2025	X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER
City of Billings
PO Box 1178
Billings, MT 59103

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Brady Boese

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Docusign Envelope ID: 51A15687-E34A-4C9C-9A19-2B3FA8761D58

Date: 05/27/2025
Title: Outsourcing of Custodial Services at City Hall
Presented by: John Caterino, Facilities Manager
Department: City Hall Administration
Presentation: No
Legal Review: Yes
Project Number: N/A

RECOMMENDATION

Staff recommends that Council approve and award a contract for the outsourcing of custodial services at New City Hall (316 N. 26th St.) to Pride of Montana, Inc. for $614,038.19 for a three-year term, with an option to extend for an additional two years for a total contract cost of $1,054,712.92.

BACKGROUND (Consistency with Adopted Plans and Policies, if applicable)

It is important to note that the terms custodian/custodial and janitor/janitorial are used interchangeably in the Facilities Management industry, but for the purposes of this memo, "custodian/custodial" is defined as a work product that is inclusive of cleaning services and consumables inventory management.

The City strives to adopt cost-effective practices relating to municipal operations for the benefit of taxpaying citizens of Billings. One such operation involves contracting or subcontracting after evaluating the economics involved (reference attachment A). Of primary importance to the City is protecting and maintaining the $43 million investment Billings taxpayers made in the purchase and renovation of new City Hall. Currently, the Facilities Division provides custodial services at New City Hall. It is becoming increasingly difficult to provide a level of custodial service that meets customer satisfaction while maintaining a cost-effective bottom line. A few variables make this mission challenging:

Expanded amount of space occupied by City Hall tenants

- Increasing cost associated with Facilities Maintenance Support I salaries
- Difficulty hiring qualified personnel
- Ensuring coverage of sick and/or vacation time of staff
- Goal of stabilizing charges for tenants
- Unable to provide adequate amount of supervision time for training, quality control checks, and leadership without a dedicated supervisor position
- Shift coverage at BOC with City Hall personnel

Moving into New City Hall makes things more challenging for custodial services considering the increased amount of area to clean and maintain:

- Old City Hall is approximately 36,000 square feet to clean
- New City Hall is approximately 120,000 square feet to clean
- New City Hall has significantly more public space and restrooms, which require more dedicated attention

Industry benchmark standard for custodial work in an office building is 1 FTE for 28,000 sf (reference attachments B and C). That would require 4.3 FTEs to effectively service New City Hall. In the past four years, the City has willingly sought approval for the addition of 39 Teamster positions when there was justified need and available funding for the positions. The Facilities Division is not equipped to tackle this obstacle under the current staffing model, nor is adding FTEs cost effective at this time. It would require adding and hiring an additional two Facilities Maintenance Support I FTE's at approximately $123,288 for the first year. This does not account for any additional costs associated with supervision and management of custodial staff.

Knowing the current model and staffing will not provide the level of custodial services we need; we analyzed two options: increase FTEs or outsource this scope of work to a vendor. The Facility Division's goal was to determine the most cost effective and efficient service model, while providing the same or better service that City staff and public visitors expect.

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After performing a cost benefit analysis of the two options, it was determined that outsourcing custodial services to a vendor would be more cost effective. Additionally, by outsourcing custodial work, the Division can focus more administrative effort and resources on the core strategic work deliverables of repairs, maintenance, and capital projects.

Benefits of outsourcing include:

- Cost savings of approximately $77,618 for the first year
  - Vendor guarantees pricing for 5 years with 3% escalator
- Less administrative time spent managing custodial issues, including:
  - Coordination of shift coverage
  - Laundry service
  - Daily check-in and weekly sync meetings
  - Dispenser replacement
  - Safety Data Sheet inventory and updates
- Staffing
  - Vendor recruits, hires, trains, and supervises cleaning crew
  - Management team provides quality control and oversight
  - Facilities will not need to overstaff to ensure proper coverage
  - Facilities will not need to pay shift differential for later shifts
- Results
  - Vendors can have better control over results by using the ISSA 612 standard
- Equipment
  - Vendor will provide all equipment to service building
  - Facilities will not need to maintain, repair, procure, or replace equipment
- Uniforms and Shoes
  - Will not need to pay for uniforms or shoes
  - Approximately $600 is paid for 11 kits per the Union contract for new hire FTE
  - Facilities Division provides $100 annual allowance for replacement of worn uniforms
  - Facilities Division reimburses shoes up to $200 per FTE annually per the Union contract
- Hours
  - Vendor can clean after hours to lessen the impact on City staff during working hours
  - Facilities will not need to pay overtime for coverage during certain City holidays
- Experience
  - Vendor knows how to appropriately build workload to ensure maximum efficiency
  - Vendor knows how to schedule cleaning tasks to provide consistent results

Drawbacks of outsourcing include:

- Will have to bid work via an RFP
- Vendor can give thirty days' notice and terminate contract
- Prevailing wages could fluctuate

Outsourcing and contract management of third-party vendors is not new to the Division. Services that are currently outsourced include snow removal, compulsory systems testing (elevators, FACP), pest control, renovation projects, access control installation, security, lawncare and landscaping, and highly skilled mechanical/electrical/plumbing repairs.

Facilities advertised a Requests for Proposal (RFP) on 01/03 and 01/10/2025 in *Yellowstone County News* and on the City's Website. Proposal submission date was 01/24/2025.

Eight (8) firms attended the pre-bid walk, seven (7) firms submitted Intent to Respond forms, and six (6) firms submitted responses.

A review committee unanimously selected Pride of Montana, Inc., based on the following criteria:

- Thoroughness of response
- History of firm
- Firm experience with similar scope and magnitude
- Qualifications
- Approach and methodology to cleaning

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- Personnel and staffing

The City anticipates that four Facilities Division -- Maintenance Support I positions will be impacted by this situation, with three FTE employees being offered Maintenance Support I positions in other City work locations. These FTE employees will not lose their seniority should they accept the position. The fourth impacted FTE employee recently submitted their voluntary resignation to pursue employment elsewhere.

STAKEHOLDERS

City:

City Council as approving body
Facilities Division as Contract Administrator
City Hall Tenants (City Council, Administration, Human Resources, Building, Planning, Engineering, Police, Community Development, Courts, Legal, Code Enforcement, Parking, Finance, IT)

External Parties:

Pride of Montana, Inc

ALTERNATIVES

Alternatives include:

1. Reject contract and maintain the current staffing levels. If this alternative is selected, the Facilities Division would be unable to provide a standard level of custodial services at New City Hall
2. Keep the current staffing levels and augment custodial services with a vendor, which would be a cost of around $70,000 annually. This option would also add supervisory time for managing staff and a vendor
3. Reject both City Hall and BOC contracts and approve the Facilities Division to hire additional staff to provide adequate services at both locations.
    a. This would require adding 2 Facility Maintenance Support I positions and a supervisory position at an estimated cost of $227,628 for the first year.

FISCAL EFFECTS

Hiring a vendor instead of hiring additional FTEs will save approximately $77,618 in the first year of the contract. Cost savings will be passed on to Tenants at City Hall by reducing their annual charges.

The pricing in RFP was an annual lump sum for services for 3 years, with options to extend into years 4 and 5. Therefore, the incurred expenses will be as follows:

Year	Price
1	$198,660.00
2	$204,619.80
3	$210,758.39
4	$217,081.15
5	$223,593.58

Staff requests that both vendor contracts for City Hall and BOC be approved to realize the maximum cost savings. If City Hall contract is approved and BOC contract is not, there will be additional costs incurred due to reassignment of staff to BOC that is currently shared between the two sites. There will be 3 FTE assigned to BOC instead of the current 2.5 FTE and BOC tenant charges will increase to cover that cost.

Attachments

Contract - Pride of Montana
Attachment A - Economic Analysis
Attachment B - IFMA Benchmark
Attachment C - Facilities Net Benchmark

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MONTANA
PREVAILING WAGE RATES FOR NONCONSTRUCTION SERVICES 2025

Effective: January 11, 2025

Greg Gianforte, Governor
State of Montana

Sarah Swanson, Commissioner
Department of Labor & Industry

To obtain copies of prevailing wage rate schedules, or for information relating to public works projects and payment of prevailing wage rates, visit ESD at erd.dli.mt.gov/labor-standards or contact:

Employment Standards Division
Montana Department of Labor and Industry
P. O. Box 8011
Helena, MT 59604
Phone 406-444-6543

The department welcomes questions, comments, and suggestions from the public. In addition, we'll do our best to provide information in an accessible format, upon request, in compliance with the Americans with Disabilities Act.

MONTANA PREVAILING WAGE REQUIREMENTS

The Commissioner of the Department of Labor and Industry, in accordance with Sections 18-2-401 and 18-2-402 of the Montana Code Annotated (MCA), has determined the standard prevailing rate of wages for the occupations listed in this publication.

The wages specified herein control the prevailing rate of wages for the purposes of Section 18-2-401, et seq., MCA. It is required each employer pay (as a minimum) the rate of wages, including fringe benefits, travel allowance, zone pay and per diem applicable to the district in which the work is being performed as provided in the attached wage determinations.

All Montana Prevailing Wage Rates are available on the Internet at https://erd.dli.mt.gov/labor-standards/state-prevailing-wage-rates or by contacting the department at (406) 444-6543.

In addition, this publication provides general information concerning compliance with Montana's Prevailing Wage Law and the payment of prevailing wages. For detailed compliance information relating to public works contracts and payment of prevailing wage rates, please consult the regulations on the internet at erd.dli.mt.gov/labor-standards or contact the department at (406) 444-6543.

SARAH SWANSON
Commissioner
Department of Labor and Industry
State of Montana

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A. Date of Publication January 13, 2025

B. Definition of Nonconstruction Services Occupations

Section 18-2-401(9)(a)-(9)(l), MCA defines "nonconstruction services" as *"...work performed by an individual, not including management, office, or clerical work, for:*

(a) the maintenance of publicly owned buildings and facilities, including public highways, roads, streets, and alleys;
(b) custodial or security services for publicly owned buildings and facilities;
(c) grounds maintenance for publicly owned property;
(d) the operation of public drinking water supply, waste collection, and waste disposal systems;
(e) law enforcement, including janitors and prison guards;
(f) fire protection;
(g) public or school transportation driving;
(h) nursing, nurse's aid services, and medical laboratory technician services;
(i) material and mail handling;
(j) food service and cooking;
(k) motor vehicle and construction equipment repair and servicing; and
(l) appliance and office machine repair and servicing."

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C. Definition of Public Works Contract

Section 18-2-401(11)(a), MCA defines "public works contract" as *"...a contract for construction services let by the state, county, municipality, school district, or political subdivision or for nonconstruction services let by the state, county, municipality, or political subdivision in which the total cost of the contract is in excess of $25,000..."*

D. Prevailing Wage Schedule

This publication covers only Nonconstruction Service occupations and rates. These rates will remain in effect until superseded by a more current publication. Current prevailing wage rate schedules for Heavy, Highway, and Building Construction occupations can be found on the Internet at https://erd.dli.mt.gov/labor-standards/state-prevailing-wage-rates/ or by contacting the department at (406) 444-6543.

E. Rates to Use for Projects

ARM, 24.17.127(1)(c), states *"The wage rates applicable to a particular public works project are those in effect at the time the bid specifications are advertised."*

F. Wage Rate Adjustments for Multi-year Contracts

Section 18-2-417, MCA states:
"(1) Any public works contract that by the terms of the original contract calls for more than 30 months to fully perform must include a provision to adjust, as provided in subsection (2), the standard prevailing rate of wages to be paid to the workers performing the contract.

(2) The standard prevailing rate of wages paid to workers under a contract subject to this section must be adjusted 12 months after the date of the award of the public works contract. The amount of the adjustment must be a 3% increase. The adjustment must be made and applied every 12 months for the term of the contract.

(3) Any increase in the standard rate of prevailing wages for workers under this section is the sole responsibility of the contractor and any subcontractors and not the contracting agency."

G. Fringe Benefits

Section 18-2-412, MCA states:

"(1) To fulfill the obligation...a contractor or subcontractor may:

(a) pay the amount of fringe benefits and the basic hourly rate of pay that is part of the standard prevailing rate of wages directly to the worker or employee in cash;

(b) make an irrevocable contribution to a trustee or a third person pursuant to a fringe benefit fund, plan, or program that meets the requirements of the Employee Retirement Income Security Act of 1974 or that is a bona fide program approved by the U. S. department of labor; or

(c) make payments using any combination of methods set forth in subsections (1)(a) and (1)(b) so that the aggregate of payments and contributions is not less than the standard prevailing rate of wages, including fringe benefits and travel allowances, applicable to the district for the particular type of work being performed.

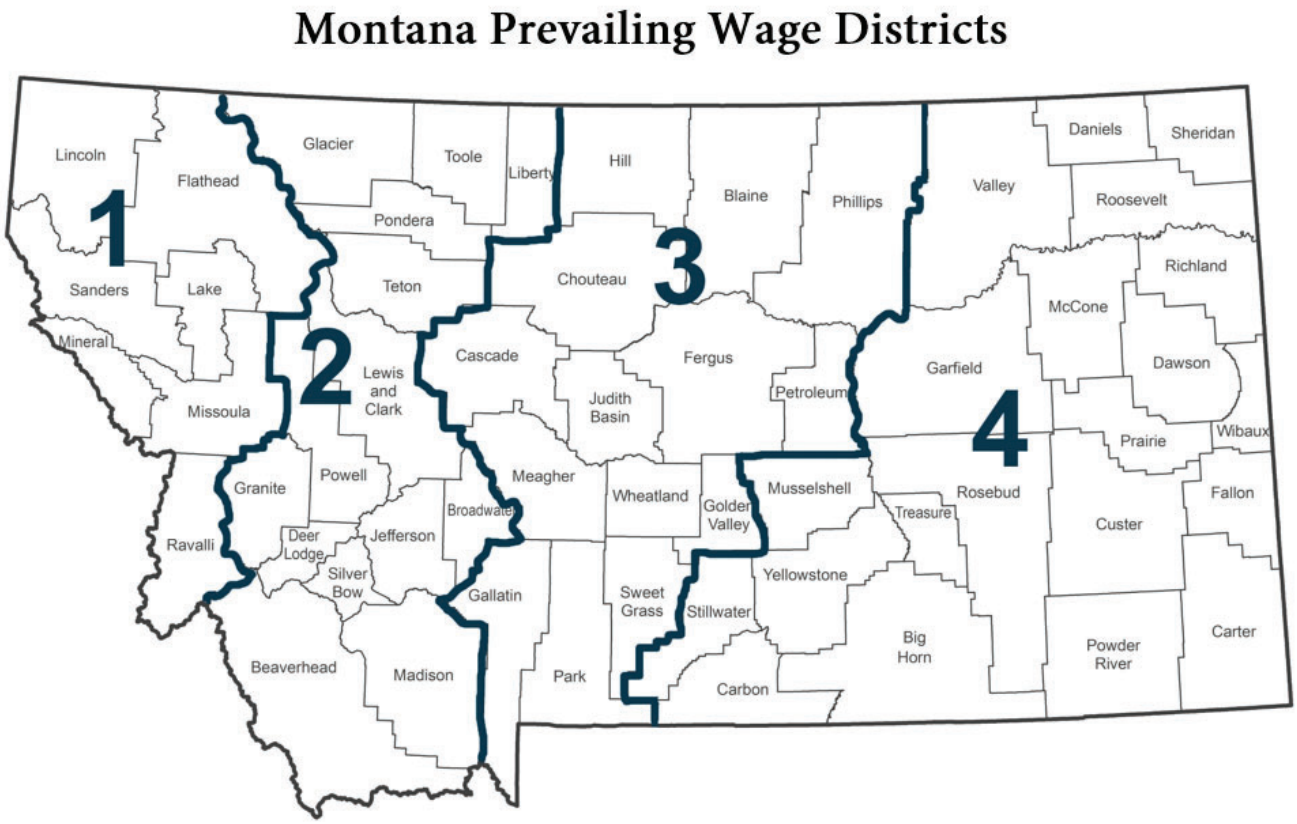
(2) The fringe benefit fund, plan, or program described in subsection (1)(b) must provide benefits to workers or employees for health care, pensions on retirement or death, life insurance, disability and sickness insurance, or bona fide programs that meet the requirements of the Employee Retirement Income Security Act of 1974 or that are approved by the U. S. department of labor."

Fringe benefits are paid for all hours worked (straight time and overtime hours). However, fringe benefits are not to be considered a part of the hourly rate of pay for calculating overtime, unless there is a collectively bargained agreement in effect that specifies otherwise.

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H. Prevailing Wage Districts

Montana counties are aggregated into 4 districts for the purpose of prevailing wage. The prevailing wage districts are composed of the following counties:



I. Dispatch City

ARM, 24.17.103(11), defines dispatch city as *"...the courthouse in the city from the following list which is closest to the center of the job: Billings, Bozeman, Butte, Great Falls, Helena, Kalispell, Miles City, Missoula and Sidney."* A dispatch city shall be considered the point of origin only for jobs within the counties identified in that district (as shown below):

District 1 – Kalispell and Missoula: includes Flathead, Lake, Lincoln, Mineral, Missoula, Ravalli, and Sanders;
District 2 – Butte and Helena: includes Beaverhead, Broadwater, Deer Lodge, Glacier, Granite, Jefferson, Lewis and Clark, Liberty, Madison, Pondera, Powell, Silver Bow, Teton, and Toole;
District 3 – Bozeman and Great Falls: includes Blaine, Cascade, Chouteau, Fergus, Gallatin, Golden Valley, Hill, Judith Basin, Meagher, Park, Petroleum, Phillips, Sweet Grass, and Wheatland;
District 4 – Billings, Miles City and Sidney: includes Big Horn, Carbon, Carter, Custer, Daniels, Dawson, Fallon, Garfield, McCone, Musselshell, Powder River, Prairie, Richland, Roosevelt, Rosebud, Sheridan, Stillwater, Treasure, Valley, Wibaux, and Yellowstone.

J. Zone Pay

Zone pay is not travel pay. ARM, 24.17.103(25), defines zone pay as *"...an amount added to the base pay; the combined sum then becomes the new base wage rate to be paid for all hours worked on the project. Zone pay must be determined by measuring the road miles one way over the shortest practical maintained route from the dispatch city to the center of the job."* See section I above for a list of dispatch cities.

K. Computing Travel Benefits

ARM, 24.17.103(23), states *" 'Travel pay,' also referred to as 'travel allowance,' is and must be paid for travel both to and from the job site, except those with special provisions listed under the classification. The rate is determined by measuring the road miles one direction over the shortest practical maintained route from the dispatch city or the employee's home, whichever is closer, to the center of the job."* See section I above for a list of dispatch cities.

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L. Per Diem

ARM, 24.17.103(19), states *" 'Per diem' typically covers costs associated with board and lodging expenses. Per diem is paid when an employee is required to work at a location outside the daily commuting distance and is required to stay at that location overnight or longer."*

M. Apprentices

Wage rates for apprentices registered in approved federal or state apprenticeship programs are contained in those programs. Additionally, section 18-2-416(2), MCA states *"...The full amount of any applicable fringe benefits must be paid to the apprentice while the apprentice is working on the public works contract."* Apprentices not registered in approved federal or state apprenticeship programs will be paid the appropriate journey level prevailing wage rate when working on a public works contract.

N. Employment Preference

Sections 18-2-403, MCA requires contractors to give preference to the employment of bona fide Montana residents in the performance of work on public works contracts.

O. Occupations Definitions

You can find definitions for these occupations on the following Bureau of Labor Statistics website:
http://www.bls.gov/oes/current/oes_stru.htm

P. Nonconstruction Services Occupations

MAINTENANCE OF PUBLICLY OWNED BUILDINGS AND FACILITIES

ELEVATOR REPAIRERS
MAINTENANCE AND REPAIR WORKERS (GENERAL)
STATIONARY ENGINEERS AND BOILER OPERATORS

CUSTODIAL OR SECURITY SERVICES FOR PUBLICLY OWNED BUILDINGS AND FACILITIES

ENVIRONMENTAL SERVICES WORKERS
JANITORS AND CLEANERS
PARKING ENFORCEMENT WORKERS
PARKING LOT ATTENDANTS
SECURITY AND FIRE ALARM SYSTEMS REPAIRERS
SECURITY GUARDS

GROUNDS MAINTENANCE FOR PUBLICLY OWNED PROPERTY

FALLERS
FOREST AND CONSERVATION TECHNICIANS
FOREST AND CONSERVATION WORKERS
FOREST EQUIPMENT OPERATORS
LANDSCAPING AND GROUNDSKEEPING WORKERS
MATERIAL MOVING WORKRS (ALL OTHER)
MEDIUM TRUCK DRIVERS
PEST CONTROL WORKERS
PESTICIDE HANDLERS, SPRAYERS, AND APPLICATORS (VEGETATION)
TREE TRIMMERS AND PRUNERS

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OPERATION OF PUBLIC DRINKING WATER SUPPLY,
WASTE COLLECTION, AND WASTE DISPOSAL SYSTEMS

HEAVY AND TRACTOR TRAILER TRUCK DRIVERS
LANDFILL ATTENDANTS AND EQUIPMENT OPERATORS
RECYCLING AND RECLAMATION WORKERS
REFUSE AND RECYCLABLE MATERIALS COLLECTORS
SEPTIC TANK SERVICERS AND SEWER PIPE CLEANERS
WATER AND WASTEWATER TREATMENT PLANT AND SYSTEM OPERATORS

LAW ENFORCEMENT, INCLUDING CORRECTION AND DETENTION OFFICERS

CORRECTION AND DETENTION OFFICERS
POLICE, FIRE, AND DISPATCHERS
PROBATION OFFICERS AND CORRECTIONAL TREATMENT SPECIALISTS

FIRE PROTECTION

FIRE EXTINGUISHER REPAIRERS
FOREST FIREFIGHTERS

PUBLIC OR SCHOOL TRANSPORTATION DRIVING

BUS DRIVERS (SCHOOL OR SPECIAL CLIENT)
BUS DRIVERS (TRANSIST AND INTERCITY)
LIGHT TRUCK OR DELIVERY SERVICES DRIVERS (INCLUDES VAN DRIVERS)

NURSING, NURSE'S AID SERVICES, AND MEDICAL LABORATORY TECHNICIAN SERVICES

BREATH ALCOHOL TECHNICIANS
CLINICAL LABORATORY TECHNOLOGISTS AND TECHNICIANS
EMERGENCY MEDICAL TECHNICIANS AND PARAMEDICS
HOME HEALTH AIDES AND PERSONAL CARE AIDES
LICENSED PRACTICAL NURSES
MEDICAL ASSISTANTS
NURSE PRACTITIONERS
NURSING ASSISTANTS
ORDERLIES
PHYSICIANS ASSISTANTS
REGISTERED NURSES

MATERIAL AND MAIL HANDLING

FREIGHT, STOCK, AND MATERIAL HANDLERS

FOOD SERVICE AND COOKING

COOKS (INSTITUTION AND CAFETERIA)
FOOD PREPARATION AND SERVING RELATED WORKERS

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MOTOR VEHICLE AND CONSTRUCTION EQUIPMENT REPAIR AND SERVICING

AUTOMOTIVE SERVICE TECHNICIANS AND MECHANICS
BUS AND TRUCK MECHANICS AND DIESEL ENGINE SPECIALISTS
CONSTRUCTION EQUIPMENT MECHANICS

APPLIANCE AND OFFICE MACHINE REPAIR AND SERVICING

APPLIANCE MECHANICS
COMPUTER, AUTOMATED TELLER, AND OFFICE MACHINE REPAIRERS
COMPUTER USER SUPPORT SPECIALISTS

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WAGE RATES

MAINTENANCE OF PUBLICLY OWNED BUILDINGS AND FACILITIES

ELEVATOR REPAIRERS

No Rate Established

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MAINTENANCE AND REPAIR WORKERS (GENERAL)

	Wage	Benefit
District 1	$25.06	$9.96
District 2	$22.39	$9.30
District 3	$23.67	$9.50
District 4	$23.07	$8.68

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STATIONARY ENGINEERS AND BOILER OPERATORS

	Wage	Benefit
District 1	$27.17	$11.47
District 2	$27.17	$11.47
District 3	$23.89	$11.03
District 4	$23.56	$10.81

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CUSTODIAL OR SECURITY SERVICES FOR PUBLICLY OWNED BUILDINGS AND FACILITIES

ENVIRONMENTAL SERVICES WORKERS

	Wage	Benefit
District 1	$18.28	$6.68
District 2	$19.82	$5.67
District 3	$18.98	$4.90
District 4	$17.39	$7.25

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JANITORS AND CLEANERS

	Wage	Benefit
District 1	$18.35	$9.71
District 2	$20.51	$7.96
District 3	$18.43	$7.94
District 4	$18.63	$12.35

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PARKING ENFORCEMENT WORKERS

No Rate Established

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PARKING LOT ATTENDANTS

No Rate Established

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SECURITY AND FIRE ALARM SYSTEMS REPAIRERS

No Rate Established

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SECURITY GUARDS

	Wage	Benefit
District 1	$17.11	$10.14
District 2	$18.00	$10.36
District 3	$20.00	$2.29
District 4	$15.54	$2.29

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GROUNDS MAINTENANCE FOR PUBLICLY OWNED PROPERTY

FALLERS

No Rate Established

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FOREST AND CONSERVATION TECHNICIANS

No Rate Established

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FOREST AND CONSERVATION WORKERS

	Wage	Benefit
District 1	$26.11	$12.96
District 2	$27.78	$12.96
District 3	$27.78	$12.96
District 4	$27.78	$12.96

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FOREST EQUIPMENT OPERATORS

No Rate Established

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LANDSCAPING AND GROUNDSKEEPING WORKERS

	Wage	Benefit
District 1	$21.52	$6.03
District 2	$20.79	$2.98
District 3	$20.23	$4.30
District 4	$18.77	$4.77

Duties Include:
Shovel snow from walks, driveways, or parking lots and spread salt in those areas. Grounds maintenance of cemeteries.

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MATERIAL MOVING WORKERS (ALL OTHER)

	Wage	Benefit
District 1	$26.97	$14.04
District 2	$26.97	$14.04
District 3	$23.59	$14.04
District 4	$26.40	$14.04

Occupations Include:
Bulldozer Operator, Freight Elevator Operator, Shovel Operator

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MEDIUM TRUCK DRIVERS

No Rate Established

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PEST CONTROL WORKERS

	Wage	Benefit
District 1	$18.09	No Rate Established
District 2	$18.09	No Rate Established
District 3	$18.09	No Rate Established
District 4	$18.09	No Rate Established

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PESTICIDE HANDLERS, SPRAYERS, AND APPLICATORS (VEGETATION)

	Wage	Benefit
District 1	$23.73	$6.90
District 2	$18.79	$6.05
District 3	$17.49	$5.34
District 4	$17.81	$5.67

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TREE TRIMMERS AND PRUNERS

	Wage	Benefit
District 1	$29.12	$9.73
District 2	$27.76	$9.73
District 3	$30.92	$9.73
District 4	$30.92	$9.73

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OPERATION OF PUBLIC DRINKING WATER SUPPLY, WASTE COLLECTION, AND WASTE DISPOSAL SYSTEMS

HEAVY AND TRACTOR-TRAILER TRUCK DRIVERS

	Wage	Benefit
District 1	$27.26	$14.09
District 2	$29.51	$11.66
District 3	$28.14	$12.32
District 4	$27.83	$12.95

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LANDFILL ATTENDANTS AND EQUIPMENT OPERATORS

	Wage	Benefit
District 1	$25.44	$13.97
District 2	$23.51	$11.56
District 3	$21.40	$12.13
District 4	$22.66	$11.72

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RECYCLING AND RECLAMATION WORKERS

No Rate Established

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REFUSE AND RECYCLABLE MATERIALS COLLECTORS

	Wage	Benefit
District 1	$15.11	No Rate Established
District 2	$15.11	No Rate Established
District 3	$15.11	No Rate Established
District 4	$15.11	No Rate Established

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SEPTIC TANK SERVICERS AND SEWER PIPE CLEANERS

No Rate Established

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WATER AND WASTEWATER TREATMENT PLANT AND SYSTEM OPERATORS

	Wage	Benefit
District 1	$24.41	$11.38
District 2	$25.61	$11.89
District 3	$27.54	$12.29
District 4	$27.34	$12.10

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LAW ENFORCEMENT, INCLUDING CORRECTION AND DETENTION OFFICERS

CORRECTION AND DETENTION OFFICERS

	Wage	Benefit
District 1	$25.31	$13.73
District 2	$23.46	$10.22
District 3	$22.98	$10.46
District 4	$26.03	$17.01

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POLICE, FIRE, AND AMBULANCE DISPATCHERS

	Wage	Benefit
District 1	$24.65	$11.79
District 2	$28.75	$6.23
District 3	$21.02	$7.77
District 4	$24.23	$10.92

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PROBATION OFFICERS AND CORRECTIONAL TREATMENT SPECIALISTS

No Rate Established

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FIRE PROTECTION

FIRE EXTINQUISHER REPAIRERS

No Rate Established

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FOREST FIREFIGHTERS

No Rate Established

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PUBLIC OR SCHOOL TRANSPORTATION DRIVING

BUS DRIVERS (SCHOOL OR SPECIAL CLIENT)

	Wage	Benefit
District 1	$17.97	$8.45
District 2	$18.82	$5.72
District 3	$19.00	$8.67
District 4	$25.45	$10.24

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BUS DRIVERS (TRANSIT AND INTERCITY)

	Wage	Benefit
District 1	$26.71	$13.87
District 2	$23.71	$13.79
District 3	$17.27	$13.38
District 4	$23.48	$13.38

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LIGHT TRUCK OR DELIVERY SERVICES DRIVERS (INCLUDES VAN DRIVERS)

	Wage	Benefit
District 1	$19.64	$4.41
District 2	$19.63	$4.74
District 3	$19.77	$4.41
District 4	$19.78	$4.41

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NURSING, NURSE'S AID SERVICES, AND MEDICAL LABORATORY TECHNICIAN SERVICES

BREATH ALCOHOL TECHNICIANS

No Rate Established

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CLINICAL LABORATORY TECHNOLOGISTS AND TECHNICIANS

	Wage	Benefit
District 1	$35.81	$8.92
District 2	$36.55	$8.68
District 3	$36.04	$8.68
District 4	$31.46	$10.17

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EMERGENCY MEDICAL TECHNICIANS AND PARAMEDICS

	Wage	Benefit
District 1	$23.77	$6.01
District 2	$23.62	$5.64
District 3	$23.62	$5.64
District 4	$23.77	$6.01

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HOME HEALTH AIDES AND PERSONAL CARE AIDES

	Wage	Benefit
District 1	$15.00	$3.30
District 2	$16.56	$4.87
District 3	$19.25	$5.51
District 4	$16.69	$3.94

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LICENSED PRACTICAL NURSES

	Wage	Benefit
District 1	$29.67	$5.46
District 2	$28.52	$6.71
District 3	$26.92	$6.73
District 4	$29.31	$9.82

MEDICAL ASSISTANTS

	Wage	Benefit
District 1	$20.85	$5.08
District 2	$20.06	$4.60
District 3	$22.05	$5.80
District 4	$23.32	$9.85

↑ Back to Table of Contents

NURSE PRACTIONERS

	Wage	Benefit
District 1	$59.92	$12.81
District 2	$62.08	$11.09
District 3	$62.46	$11.15
District 4	$61.97	$15.17

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NURSING ASSISTANTS

	Wage	Benefit
District 1	$18.67	$3.12
District 2	$16.59	$3.03
District 3	$18.45	$6.35
District 4	$19.86	$7.23

Occupations Include:
Certified Nursing Assistants, Hospital Aides, Infirmary Attendants

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ORDERLIES

No Rate Established

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PHYSICIANS ASSISTANTS

	Wage	Benefit
District 1	$61.82	$8.75
District 2	$65.49	$11.58
District 3	$67.37	$11.33
District 4	$63.78	$15.08

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REGISTERED NURSES

	Wage	Benefit
District 1	$37.26	$9.64
District 2	$43.83	$11.30
District 3	$40.76	$8.53
District 4	$40.49	$11.59

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MATERIAL AND MAIL HANDLING

FREIGHT, STOCK, AND MATERIAL HANDLERS

	Wage	Benefit
District 1	$16.60	$6.96
District 2	$23.49	$8.58
District 3	$21.65	$10.00
District 4	$20.48	$9.08

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FOOD SERVICE AND COOKING

COOKS, (INSTITUTION AND CAFETERIA)

	Wage	Benefit
District 1	$17.50	$5.56
District 2	$16.20	$4.02
District 3	$17.17	$5.46
District 4	$18.17	$5.18

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FOOD PREPARATION AND SERVING RELATED WORKERS

	Wage	Benefit
District 1	$14.96	$4.47
District 2	$14.01	$4.47
District 3	$17.35	$4.51
District 4	$16.61	$7.22

Occupations Include:
Dietary Aides, Counter Attendants, and Dining Room Attendants.
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MOTOR VEHICLE AND CONSTRUCTION EQUIPMENT REPAIR AND SERVICING

AUTOMOTIVE SERVICE TECHNICIANS AND MECHANICS

	Wage	Benefit
District 1	$26.48	$3.13
District 2	$26.58	$5.95
District 3	$27.06	$6.69
District 4	$29.55	$5.44

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BUS AND TRUCK MECHANICS AND DIESEL ENGINE SPECIALISTS

	Wage	Benefit
District 1	$31.84	$14.78
District 2	$28.88	$13.41
District 3	$27.03	$11.39
District 4	$27.18	$11.48

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CONSTRUCTION EQUIPMENT MECHANICS

No Rate Established

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APPLIANCE AND OFFICE MACHINE REPAIR AND SERVICING

APPLIANCE MECHANICS

No Rate Established

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COMPUTER USER SUPPORT SPECIALISTS

	Wage	Benefit
District 1	$24.62	$11.08
District 2	$26.93	$11.09
District 3	$32.32	$13.78
District 4	$30.95	$13.81

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COMPUTER, AUTOMATED TELLER, AND OFFICE MACHINE REPAIRERS

No Rate Established

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REQUEST FOR PROPOSALS: NOTICE

The City of Billings is requesting proposals for **Custodial Services at Billings City Hall and Billings Operations Center**, for Facilities Division, Billings, Montana. Proposals shall be received addressed to City of Billings, John Caterino Facilities Manager, via mail at caterinoj@billingsmt.gov, Billings, MT 59101, (P.O. Box 1178, Billings, MT 59103), via email at caterinoj@billingsmt.gov, until 5:00 PM (MST) on Friday January 24, 2025.

More specific additional information regarding the **Custodial Services at Billings City Hall and Billings Operations Center** can be obtained by contacting John Caterino Facilities Manager, via telephone at (406) 855-8454 or email at caterinoj@billingsmt.gov. The full Request for Proposals may also be found on the City's website at www.billingsmt.gov, by clicking on "Doing Business," and then on "Bids."

Proposers may withdraw their proposal by written request at any time prior to the due date set for receiving proposals. No proposal may be withdrawn or modified after the due date and time, unless and until the award of the contract is delayed for a period exceeding ninety (90) days.

The right is reserved to reject any or all proposals received, to waive irregularities, to postpone the award of the contract for a period of not to exceed ninety (90) days, and to accept that proposal which is in the best interests of the City of Billings, Montana. Award of any contract may be contingent upon approval by Billings City Council.

The City of Billings is an Equal Opportunity Employer. The Contractor and subcontractor shall abide by the requirements of 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a), which prohibit discrimination against qualified protected veterans and/or qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and individuals with disabilities.

Published at Billings, Montana, 01/03 & 01/10, 2025.

Denise R. Bohlman
Billings City Clerk
P. O. Box 1178
Billings, MT 59103

Publish: 01/03 & 01/10, 2025
Dept.: Facilities

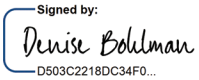
Certificate Of Completion

Envelope Id: 51A15687-E34A-4C9C-9A19-2B3FA8761D58
Status: Completed
Subject: Contract for signatures: Custodial Services at City Hall - Pride of Montana
Source Envelope:
Document Pages: 42
Signatures: 4
Envelope Originator:
Certificate Pages: 5
Initials: 0
John Caterino
AutoNav: Enabled
caterinoj@billingsmt.gov
EnvelopeId Stamping: Enabled
IP Address: 161.7.21.210
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Record Tracking

Status: Original
6/11/2025 3:31:42 PM
Holder: John Caterino
caterinoj@billingsmt.gov
Location: DocuSign

Signer Events	Signature	Timestamp
Liz Kampa kampal@billingsmt.gov Purchasing Agent Avery Dennison Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	**Completed** Using IP Address: 161.7.21.197	Sent: 6/11/2025 3:35:38 PM Viewed: 6/12/2025 7:14:09 AM Signed: 6/12/2025 7:14:51 AM
Tom Iverson prideofmtinc@aol.com President Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 6/13/2025 2:00:01 PM ID: 26c2e183-7c17-4a9f-80ec-a36a9b79bbe8	Signed by: Tom Iverson 3BB83D0EC68548B... Signature Adoption: Pre-selected Style Using IP Address: 2600:6c44:42f0:89e0:4c49:3885:d4ec:ed0e	Sent: 6/12/2025 7:14:54 AM Viewed: 6/13/2025 2:00:01 PM Signed: 6/13/2025 2:07:59 PM
Todd Corne cornet@billingsmt.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	DocuSigned by: Todd Corne 4DBF6941AA01405... Signature Adoption: Pre-selected Style Using IP Address: 161.7.21.98	Sent: 6/13/2025 2:08:02 PM Viewed: 6/13/2025 2:36:47 PM Signed: 6/13/2025 2:47:12 PM
William A. Cole coleb@billingsmt.gov MAYOR Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 12/3/2020 8:46:12 AM ID: 235dd76e-a3c9-4e23-89f5-aedaeb3b241a	Signed by: William A. Cole 2CA11D5423334EE... Signature Adoption: Pre-selected Style Using IP Address: 72.175.160.94	Sent: 6/13/2025 2:47:15 PM Viewed: 6/13/2025 2:56:59 PM Signed: 6/13/2025 2:57:18 PM

Signer Events	Signature	Timestamp
Denise Bohlman bohlmand@billingsmt.gov City Clerk City of Billings Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	Signed by:  D503C2218DC34F0... Signature Adoption: Pre-selected Style Using IP Address: 161.7.21.146	Sent: 6/13/2025 3:40:40 PM Viewed: 6/13/2025 3:44:13 PM Signed: 6/13/2025 3:49:01 PM

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp
Liz Kampa kampal@billingsmt.gov Purchasing Agent Avery Dennison Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	VIEWED Using IP Address: 161.7.21.162	Sent: 6/13/2025 2:57:21 PM Viewed: 6/13/2025 3:40:40 PM

Carbon Copy Events	Status	Timestamp
Wynnette Maddox maddoxw@billingsmt.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 6/13/2025 3:49:04 PM

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	6/11/2025 3:35:38 PM
Envelope Updated	Security Checked	6/11/2025 3:43:15 PM
Certified Delivered	Security Checked	6/13/2025 3:44:13 PM
Signing Complete	Security Checked	6/13/2025 3:49:01 PM
Completed	Security Checked	6/13/2025 3:49:04 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Carahsoft OBO City of Billings (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Carahsoft OBO City of Billings:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: kampal@billingsmt.gov

To advise Carahsoft OBO City of Billings of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at kampal@billingsmt.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Carahsoft OBO City of Billings

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to kampal@billingsmt.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Carahsoft OBO City of Billings

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to kampal@billingsmt.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Carahsoft OBO City of Billings as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Carahsoft OBO City of Billings during the course of your relationship with Carahsoft OBO City of Billings.

City Council Regular Business Meeting
Meeting Date: 06/08/2026
TITLE: Addendum to Mutual Release and Settlement Agreement with Knife River
PRESENTED BY: Mac Fogelsong, City Engineer
Department: Public Works
Presentation: No
Legal Review: Yes
Project Number: N/A

RECOMMENDATION

Staff recommends that City Council approve the agreement with Knife River.

EXECUTIVE SUMMARY

The City and Knife River entered into a 2019 Purchase Agreement for property near Hesper and Shiloh Roads for future water infrastructure. Following disputes over the agreement and a subsequent 2025 Settlement Agreement, the parties have negotiated a final Addendum to fully resolve all remaining and future claims related to fill material obligations. The Addendum allows Knife River to excavate limited fill material from City property at its own expense, subject to specified conditions, permits nonexclusive use of any resulting stormwater pond for future development, requires Knife River to indemnify the City for excavation-related claims, and confirms the City will place Knife River's annexation request on the June 22, 2026, City Council agenda without guaranteeing any outcome.

BACKGROUND (Consistency with Adopted Plans and Policies, if applicable)

The City entered into a Purchase Agreement with Knife River (KR) on October 15, 2019, to purchase land near Hesper Road and Shiloh Road to construct a water treatment plant and storage reservoirs. There were many conditions included in the Purchase Agreement. As a result of a dispute over the terms, the City and KR entered into a new agreement on May 27, 2025, to update the conditions that have been met and refine timeframes and terms for the conditions. This agreement is the attached Mutual Release and Settlement Agreement (Settlement).

Another dispute has arisen over the terms of the Settlement and the parties have negotiated a final agreement to resolve any and all claims Knife River may have against the City now and in the future. This is entitled Addendum to Mutual Release and Settlement Agreement ("Addendum"). The primary terms of the Addendum are as follows:

- The City agrees to allow Knife River to access a portion of the City's property to excavate and transport additional (but limited) fill material at Knife River's sole cost and expense.
- Knife River agrees to follow and comply with the necessary setback requirements as provided for in the Addendum. Knife River also agrees to maintain side slopes on the City's property as described therein.
- The City agrees that a stormwater pond that may be created on the City's property as a result of Knife River's excavation and removal of fill material may be utilized by Knife River as a stormwater facility for future development on Knife River's adjoining property. Knife River's utilization of any such stormwater pond is nonexclusive.
- The City will place the Knife River property annexation vote on the upcoming June 22, 2026, City Council agenda but does not guarantee or promise any particular outcome of an annexation vote by the City Council.
- Knife River agrees to protect, defend, indemnify, save, and hold harmless the City and its officials and employees from any and all claims, causes of action, complaints, or damages which arise from or are related to Knife River's excavation and transport of fill material.
- Knife River fully releases and discharges the City from any past, future, further, or additional duty to deliver or provide fill material apart from, or different to, the terms of this Addendum.

The intent of this Addendum is to completely, and forever, resolve any obligation of the City to provide fill material to Knife River pursuant to the original Property Purchase Agreement and the Settlement Agreement.

FISCAL EFFECTS

There is no cost to the City for this agreement. Furthermore, the City anticipates this agreement will save a minimum of $65,000 in stormwater storage improvements required for the parking lot along the northeast corner of the north reservoir. There may be additional savings to the City to use the stormwater storage for the extensions of the future 44th Street West, but those savings are unknown at this time.

STAKEHOLDERS

ALTERNATIVES

City Council may:

- Approve the Addendum; or
- Not Approve the Addendum. If the Addendum is not approved, the dispute may result in unnecessary litigation resulting in additional expenditure of taxpayer funds.

Attachments

Addendum to Mutual Release and Settlement Agreement
Mutual Release and Settlement Agreement

ADDENDUM TO

MUTUAL RELEASE AND SETTLEMENT AGREEMENT

PARTIES:	JTL Group, Inc., dba Knife River ("Knife River"), & City of Billings ("City")
DESCRIPTION OF CASUALTY:	Obligations provided pursuant to Real Property Purchase Agreement dated Oct. 15, 2019

RECITALS

The terms of the Mutual Release and Settlement Agreement, dated May 29, 2025 ("Settlement Agreement"), provided that the City would deliver at least 500,000 cubic yards of fill material to the Knife River property. The City subsequently delivered fill material to the Knife River property. The City and Knife River (collectively "Parties") dispute whether the City delivered a sufficient amount of fill material. The City contends that its delivery of fill material satisfied the terms of the Agreement, as confirmed by pre- and post-surveys of the property. Knife River contends that the City did not satisfy the terms of the Settlement Agreement, based upon its survey of soil delivered.

In the interests of compromising this dispute, and resolving any and all claims related to the provision or delivery of fill material by the City to the Knife River property, the Parties agree to the following amendments to the Settlement Agreement.

AGREEMENT AND RELEASE

The City agrees to allow Knife River to access a portion of the City's property which borders Knife River's Lot 4 in the Long Subdivision development north of Hesper Road. Knife River shall have the option to enter the City's property to excavate and to transport fill material from the footprint of the City's proposed stormwater pond located at Lot 3A, Block 1, Long Subdivision Amended, with a Legal Description of Northeastern most 10.526 acres of LONG SUBD, S15, T01 S, R25 E, BLOCK 1, Lot 3A; Geocode: 03-0926-15-3-15-01-6002 to Knife River's adjoining property. Knife River shall excavate and transport the fill material at Knife River's sole cost and expense. The City has no obligation whatsoever other than to allow Knife River to access the City property described herein.

In performing its excavation of the City's property, Knife River agrees to follow and comply with the necessary setback requirements as provided for in the attached Exhibit A. Knife River also agrees to maintain side slopes on the City's property at 3:1 or flatter, and to excavate between eight (8) and twelve (12) feet below the existing ground surface.

Knife River's ability to enter onto the City's property to excavate and remove fill material shall expire on December 31, 2028 or at a later date if mutually agreed upon, in writing, by the parties.

The City agrees to waive all fees which may be applicable to the removed fill material. The City also agrees that a stormwater pond that may be created on the City's property as a result of Knife River's excavation and removal of fill material may be utilized by Knife River as a northside stormwater facility for future development on Knife River's adjoining property. Knife River's utilization of any such stormwater pond shall be on a nonexclusive basis.

The City also agrees to place the Knife River property annexation vote on an upcoming City Council agenda. The City cannot, and does not, guarantee or promise any particular outcome of an annexation vote by the City Council.

Knife River agrees to complete any excavation and/or transport work in a safe, competent, workmanlike and environmentally response manner, in accordance with all applicable laws, and utilizing reasonable care and skill in accordance and consistent with industry standards and good construction practice, as applicable. Knife River further agrees to protect, defend, indemnify, save, and hold harmless the City and its officials and employees from any and all claims, causes of action, complaints, or damages which arise from or are related to Knife River's excavation and transport of fill material that is provided for herein.

The City agrees to this Addendum in order to compromise and resolve a disputed issue. The City's agreement is not an admission that it did not comply with the provisions of the Settlement Agreement and should not be construed as an admission. The Parties expressly understand and agree that the terms of this Addendum shall completely and fully resolve forever any and all obligations of the City to deliver, provide, or make available fill material to the Knife River property. Knife River fully releases and discharges the City from any past, future, further, or additional duty to deliver or provide fill material apart from, or different to, the terms of this Addendum. The intent of this Addendum is to completely, and forever, resolve any obligation of the City to provide fill material to Knife River pursuant to the original Property Purchase Agreement and the Settlement Agreement.

The City hereby represents and warrants that to the City's actual knowledge, since the City acquired the property from Knife River, there has been no environmental contamination on the property from which the additional fill material specified in this Addendum can be excavated and removed.

The Parties further agree that all other terms and provisions contained in the Settlement Agreement are incorporated herein and remain valid and binding upon the Parties.

This Addendum may be executed in one or more counterparts, each of which shall be deemed an original and when taken together with the other signed counterparts, shall constitute one agreement which shall be binding upon and effective as to all Parties.

CAUTION: READ BEFORE SIGNING!

Dated this ____ day of June, 2026.

_____
On behalf of JTL Group, Inc., dba Knife River

APPROVED:

_____
Counsel for JTL Group, Inc., dba Knife River

Dated this ____ day of June, 2026.

_____
On behalf of City of Billings

APPROVED:

_____
Counsel for City of Billings

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MUTUAL RELEASE AND SETTLEMENT AGREEMENT

[***ALL EXHIBITS NEED TO BE REVIEWED AND APPROVED, ESPECIALLY THE REQUIREMENTS SET FORTH IN THE BMCC].***

PARTIES:	JTL Group, Inc., dba Knife River ("Knife River"), & City of Billings ("City")
DESCRIPTION OF CASUALTY:	Obligations provided pursuant to Real Property Purchase Agreement dated Oct. 15, 2019
SUM OF SETTLEMENT	$1.75 MILLION

RECITALS

The Parties entered into that certain Real Property Purchase Agreement dated Oct. 15, 2019 ("Purchase Agreement"). At closing of the Purchase Agreement, the City acquired from Knife River certain real property in Yellowstone County, Montana, as such real property is described on the attached Exhibit A (the "Real Property"). Knife River retained ownership of certain real property in Yellowstone County, Montana, as such retained real property is described on the attached Exhibit B (the "Knife River Property"). Under the Purchase Agreement, the City agreed, among other things, to haul fill material from the Real Property and place it upon the Knife River Property. The City's duties and obligations with respect to the Real Property and the Knife River Property, including the fill project as generally referenced above, were more particularly described in paragraph 3 of the Purchase Agreement (collectively, the "Post-Closing Covenants").

1. Release

The Parties fully and forever release and discharge each other from any duties, obligations and/or rights with respect to, or otherwise created or imposed by, Post-Closing Covenants. The Parties further release each other from any and all actions, claims, causes of action, demands, or expenses for damages or injuries, whether asserted or unasserted, known or unknown, foreseen or unforeseen, arising out of the Purchase Agreement, including but not limited to all claims that were raised or could have been raised concerning the Post-Closing Covenants. The Parties intend by this Mutual Release and Settlement Agreement to terminate the Purchase Agreement as of the date of execution of this Mutual Release and Settlement Agreement. All agreements between them related to the Real Property and the Knife River Property described in Exhibits A and B, respectively, shall be contained in this Agreement.

In addition to a mutual release of claims, and as part of the material consideration for this Mutual Release and Settlement Agreement, the Parties agree to the following provisions that are effective upon full execution of this Mutual Release and Settlement Agreement:

1. Annexation, Zoning and Land Use. From time to time, Knife River may, at its sole cost and expense, prepare and submit any annexation petition or initiative, or any

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application to change any zoning or land use designation, with respect to all or a portion of the Knife River Property. Upon submission by Knife River of any such completed petition, initiative, or application, and payment by it of any applicable fee, City agrees to use reasonable efforts to process, and otherwise assist Knife River in obtaining approval of any such petition, initiative, and/or application pursuant to any process or regulations in effect at the time of submission of a petition, initiative, or application. If only a portion of the Knife River Property is identified in such petition, initiative or application by Knife River, then the provisions of this paragraph shall continue to apply to the balance of the Knife River Property. For purposes of this Section 1 and Section 11, City's "reasonable efforts" shall include the timely taking of action within the City's control to process, and otherwise assist Knife River in obtaining approval of, any such petition, initiative or application. Provided, however, that the parties understand and agree that the City cannot promise or guarantee, and hereby expressly does not so promise or guarantee, the outcome or final decision of annexation, zoning or land use designation efforts. Annexation, zoning and land use designation are done through the exercise of legislative process by the Montana State law, the City Code and the City Council, and that process is subject to legislative changes that the City cannot control, as well as a vote of the City Council which could impose conditions upon approval. The City cannot, and does not, agree in advance to any annexation, zoning or land use designation decision.

2. West End Neighborhood Plan. City agrees to assist in obtaining the land use designation of the Knife River Property in the new West End Neighborhood Plan in accordance with the map attached as Exhibit C. Such designation shall be subject to public process and adoption by City Council. Provided, however, the parties understand and agree the land use designation is ultimately subject to approval by City Council and cannot agree in advance to a specific land use designation.

3. Water and Sewer Service. City shall make water service reasonably available to the Knife River Property at two locations for extension by future development—one 16-inch tee on the 36-inch water main along the western boundary of Lot 2 and one connection to the 16-inch main at the northeast corner of Lot 1 near the intersection of Shiloh Crossing Boulevard and Shiloh Road. The City will provide three sewer services to the south property line of the Knife River Property with the Hesper Sewer Project that may be extended in the future by development as a main. One 12-inch sewer service will be provided at approximately STA 5+00 to Lot 1, one 12-inch service to Lot 4A and one 12-inch service to Lot 2 at approximately STA 13+08. The City will extend the Hesper Sewer Project to the westernmost boundary of Lot 2. The water and sewer service connections described herein shall have adequate capacity and active conveyance to serve the Knife River Property as same is proposed to be rezoned as set forth above in Section 2. The water and sewer service connections shall be completed no later than one hundred eighty (180) days after the complete execution of this Mutual Release and Settlement Agreement or May 15, 2026, whichever is later.

4. Fees. To the extent allowed by law, City shall waive all applicable fees for Knife River's connection to the City waterline and sewer system for the Knife River Property at all locations within the public rights way, including but not limited to at

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the southwest corner of the roundabout and Shiloh Road. A list of the waived fees is set forth on the attached Exhibit D.

5. Reclamation. The parties acknowledge and agree that all reclamation obligations with respect to the Real Property have been completed and that Knife River has received a full reclamation release with respect to the Real Property.

6. Fill dirt. City will deliver, or will cause to be delivered, at its sole cost and expense, at least 500,000 cubic yards of fill material to the Knife River Property in accordance with the terms of and the time deadlines set forth in the W.O. 19-12 West End Reservoir Fill Material Delivery project, a complete copy of which (including Addendum No. 1) is attached as Exhibit E (the "WER Contract"). City hereby represents and warrants that (1) the fill material will be removed solely from the Real Property in connection with the City's general project design for the Real Property as generally depicted on the attached Exhibit F, and (2) to City's actual knowledge, there has been no environmental contamination on the Real Property since the City acquired it from Knife River. If more than 500,000 cubic yards of fill material is available to be removed from the Real Property, City will advise Knife River of same in writing, and within thirty (30) days thereafter, Knife River shall notify City in writing or email communication if it elects to have City, at City's sole cost and expense, deliver such excess to the Knife Real Property. On or before the 3 year anniversary of date of this Agreement, no fill material will be removed from the Real Property to a site other than the Knife River Property without the express written consent of Knife River (and for purposes of this provision, Knife River will be deemed to have provided such express written consent to City if Knife River fails to make an election to receive such excess fill material within the thirty (30) day period set forth above). The fill material will be measured (and certified to Knife River) by a third-party pre-survey and post-survey of the Real Property from which the material is removed. Total quantity shall be calculated through engineering software to confirm the total quantity of fill material delivered is met and the City shall certify that no fill material was removed from the Real Property that was not delivered to the Knife River Property. City shall use reasonable efforts to deliver the fill material to the place on the Knife River Property where Knife River designates it to be placed; and in absence of any other designation by Knife River, the fill material will be placed on the south and east portion of the Knife River Property as generally depicted on the attached Exhibit G. City has no obligation or duty to compact the fill material or perform final grading of it. City's only obligation is to deliver the fill material and place it where Knife River designates the material to be placed. The City shall engage a qualified contractor to perform the fill project in material compliance with the WER Contract, which shall not be changed, amended, or modified in any way that would affect Knife River or the Knife River Property without the express written consent of Knife River, and the City shall ensure that at all applicable times the City and its contractor and any other agents meet the insurance requirements set forth on the attached Exhibit H (which are similar to the insurance requirements set forth on Exhibit D of the Purchase Agreement). The contractor for the City shall obtain and maintain, at its sole cost and expense, a Storm Water Pollution Prevention Plan (hereinafter, "SWPPP") permit for the hauling of material. City shall, and shall cause the contractor to, cooperate with Knife River in obtaining the SWPPP permit and to make reasonable

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changes to the SWPPP permit so that it does not negatively impact or otherwise violate permit MTR000424 held by Knife River or its affiliate. A copy of permit MTR000424 is attached as Exhibit I. The fill project described herein shall be completed on or before the date set forth in the WER Contract. Provided that the parties agree that the conditions stated in Standard General Conditions, Article 12 of MPWSS, for an extension of contract times in the WER Contract shall be incorporated and apply to the deadline stated herein Section 6. Provided also that the parties agree that City shall not be responsible or liable for any subsequent movement and/or settlement of any fill dirt provided by City pursuant to the terms herein.

City and its contractor shall complete the fill project described herein in a safe, competent, workmanlike and environmentally responsible manner, in accordance with all applicable laws, and utilizing reasonable care and skill in accordance and consistent with industry standards and good construction practice, as applicable.

7. Notice. The City shall provide a thirty (30) day notice to Knife River in either written correspondence or by email communication prior to entering the Knife River Property and delivering the fill material described in sub-paragraph 6 above (and no such notice given or purported to be given prior to the complete execution of this Mutual Release and Settlement Agreement shall be effective). The written notice shall also provide reasonable estimates of the expected start to finish timeline or fill rate so that Knife River can make appropriate equipment arrangements to move and/or compact such fill material. Knife River expressly grants the City permission to enter upon the Knife River Property to deliver said material and shall not unreasonably delay or block delivery. City acknowledges that the Knife River Property is an active DEQ mine site and must maintain secure and restricted access. City shall ensure that its activities with respect to the fill material will not interfere with or otherwise diminish the secured and restricted access of the Knife River Property.

   If the City's project timing necessitates hauling the fill material prior to Knife River having the fill area prepared and equipment available to spread and compact the fill material, the City shall stockpile the material on existing ground at a location on the Knife River Property that is designated by Knife River.

8. SWMM. As a consideration for this Mutual Release and Settlement Agreement, upon annexation of the Knife River Property into City limits and at the time of future development of the Knife River Property, the City shall waive, and hereby waives, all onsite stormwater quantity requirements listed in the Stormwater Management Manual (SWMM) for development occurring on each of the lots consisting of the Knife River Property, being Lots 1, 2 and 4A, Long Subdivision Amended ("Lots") as shown in Exhibit J.

   The Lots are located within the Special Discharge Area specified in the SWMM that limits the maximum allowable offsite discharge from the Lots to a City facility. The City shall waive, and hereby waives, all requirements of the Special Discharge Area for the Lots.

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Additionally, the SWMM requires onsite stormwater storage for Subdivision and Commercial Property Development of the Lots. The City shall waive, and hereby waives, this requirement for the Knife River Property and any runoff directed to the City's stormwater facility located south of Hesper Road shown in Exhibit J.

Knife River agrees that the Lots shall mitigate water quality requirements onsite pursuant to the requirements provided in the SWMM in effect at the time that each portion, part or tract of the Lots is developed. The stormwater shall be treated to meet MS4 requirements prior to being discharged offsite to a City facility. Knife River shall deliver stormwater to the City facility at Knife River's sole expense.

All other drainage improvements shall comply with the provisions of the SWMM and Chapter 28 of the Billings, Montana City Code ("BMCC") in place at the time of each portion, part or tract of development on the Lots. Such drainage improvements provisions of the SWMM and BMCC in effect as of the date of this Mutual Release and Settlement Agreement are attached as Exhibit K.

9. Payment. As additional consideration for this Mutual Release and Settlement Agreement, City shall pay to Knife River the sum of $1.75 Million. Payment shall be made in cash in full on or before the earlier of (a) September 1, 2025 or (b) thirty (30) days from the City's start of the fill project, which is defined as the day that the City begins moving material on its Real Property.

10. Indemnification. City shall fully protect, defend, indemnity, save and hold harmless Knife River, and its officers, agents, employees, parent, divisions, subsidiaries and affiliate companies (collectively, "Indemnities"), from every kind and character of damages, liabilities, losses, expenses, demands, claims, causes of action and costs (including reasonable attorney's fees) of any and every nature whatsoever (including without limitation, claims for pollution and environmental damage) asserted against the Indemnitees by third parties, to the extent arising from or caused by the negligent acts or omissions of City, its contractors, or those for which it is legally responsible, or from a breach of this Mutual Release and Settlement Agreement. To the fullest extent allowed by law, City further agrees to protect, defend, indemnify, save and hold harmless the Indemnitees from and against any claim by any employee of City, contractor or any third party, based on the failure of the Indemnitees to provide a safe place to work or correct an unsafe condition at a work location to the extent the condition found to be unsafe was observed by City or its employees or should have been observed by them upon a reasonably careful inspection of the work location.

11. Annexation, Zoning and Land Use Damages. If City breaches its obligation to use reasonable effort to process, and otherwise assist Knife River in obtaining approval of, a petition, initiative, and/or application under Section 1 herein, and any such breach is solely caused by City's lack of diligence, City shall pay $1,000 per day to Knife River until breach is cured.

12. Water and Sewer Service and Fill Project Damages. If City does not complete its water and sewer service connection obligations under Section 3 by the deadline

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set forth therein, City shall pay $1,000 per day to Knife River until such breach is cured. If City does not complete the fill project under Section 6 by the deadline set forth therein, City shall pay $500 per day to Knife River until such breach is cured. No damages shall be payable by City to Knife River hereunder if the failure to meet an applicable deadline is caused by an act of God, flood, fire, earthquake, war, invasion, terrorist threat or act, riot or other civil unrest, national or regional emergency, or other similar events.

13. As-Is and Release Provisions. The Parties understand and agree that provisions attached as Exhibit L (the "As-Is and Release Provisions") are incorporated fully into the terms and conditions and shall survive execution of this Mutual Release and Settlement Agreement. The As-Is and Release Provisions originate from paragraphs 10 and 11 of the Purchase Agreement. Nothing in this Mutual Release and Settlement Agreement shall in any way limited or diminish the terms, conditions, or application of the As-Is and Release Provisions.

The Parties further agree to cooperate fully in any necessary decisions or acts to accomplish the annexation and zoning decisions described above, provided that the Parties agree and understand that all such decisions must be approved by the City Council.

2. Future Damages

Inasmuch as the claims, injuries, damages, and losses resulting from the events described herein may not be fully known and may be more numerous or more serious than it is now understood or expected, the Parties agree, as a further consideration, that this Mutual Release and Settlement Agreement applies to any and all claims, injuries, damages and losses resulting from the Post-Closing Covenants, even though now unanticipated, unexpected and unknown, as well as any and all injuries, damages and losses which have already developed and which are now known or anticipated. Knife River specifically acknowledges and releases any future claim it may have to claims related to, arising from, or concerning settlement of the Knife River Property, including settlement of any fill material delivered by City pursuant to this Mutual Release and Settlement Agreement.

3. No Admission of Liability

It is understood that this Mutual Release and Settlement Agreement is the sole consideration for full satisfaction and accord to compromise disputed claims, and that neither the consideration paid and exchanged by either Party, nor the negotiations for settlement, shall be considered as an admission of liability by any Party.

4. No Additional Claims

The Parties represent that no additional claims are contemplated against any other Party potentially liable for the losses, damages, and injuries for which this Mutual Release and Settlement Agreement is given. The Parties covenant and agree to mutually indemnify and save harmless each other from all such claims and demands, including reasonable attorneys' fees and all other expenses necessarily incurred.

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5. Disclaimer

The Parties have carefully read the foregoing, discussed its legal effect with their attorney(s), understand the contents thereof, and sign the same of their own free will and accord. This Mutual Release and Settlement Agreement shall be binding upon the Parties' owners, affiliates, subsidiaries, parent companies, and successors. For the avoidance of doubt, the obligations, agreements and waivers of the City contained herein (including with respect to annexation, zoning, fill material and waivers of certain requirements) shall continue to apply in the event Knife River sells all or a portion of the Knife River Property to a third party as if such third party were originally a party hereto.

6. Confidentiality/Agreement Not to Publicize

To the extent allowed by Montana law, the Parties agree that the Parties shall not disclose or publicize the terms of the release and settlement contained in this Mutual Release and Settlement Agreement, provided that (a) Knife River shall be allowed to disclose this Mutual Release and Settlement to a third party in connection with a proposed transaction related to the Knife River Property or any portion thereof; and (b) the Parties recognize that Montana law provides that a settlement release involving a public entity is a public record available for public inspection unless a right of individual privacy clearly exceeds the merits of public disclosure. The Parties agree to abide by Montana law pertaining to the disclosure of this Mutual Release and Settlement Agreement should that become an issue.

7. Severability

Should any provision of this Mutual Release and Settlement Agreement be determined to be unenforceable, all remaining terms and clauses shall remain in force and shall be fully severable.

8. Choice of Law, Parol Evidence, and Venue

This Mutual Release and Settlement Agreement constitutes the entire agreement between the Parties and fully extinguishes and supersedes any and all prior oral agreements which are contrary to the foregoing; provided that Purchase Agreement may apply to the extent necessary with respect to any interpretation or enforcement of the As-Is and Release Provisions. This Mutual Release and Settlement Agreement shall not be modified, altered or discharged except by an instrument in writing, signed by the Party against whom enforcement of the amendment, alteration, or modification is sought. The laws of the State of Montana shall apply to the interpretation of this Mutual Release and Settlement Agreement and venue shall be in the Thirteenth Judicial District Court of the State of Montana, Yellowstone County.

9. Headings and Captions; Recitals

The headings and captions used in this Mutual Release and Settlement Agreement are for convenience only, are not a part of this Mutual Release and Settlement Agreement,

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and shall not alter or determine any rights or obligations under this Mutual Release and Settlement Agreement. The Recitals are incorporated and made a part of this Mutual Release and Settlement Agreement.

10. Allocation of Settlement.

City has not taken, and does not take, any position with respect to the taxability or appropriate tax treatment or tax consequences of any monies received by Knife River pursuant to this Mutual Release and Settlement Agreement, nor has the City provided any opinions or guidance on the same to Knife River.

11. Construction of Agreement

Neither this Mutual Release and Settlement Agreement nor its terms will be construed against any of the Parties by reason of their participation in its drafting. On the contrary, this Mutual Release and Settlement Agreement shall be construed as if both Parties had prepared it.

12. Counterparts

To facilitate execution, this Mutual Release and Settlement Agreement may be executed in one or more counterparts, each of which shall be deemed an original and when taken together with the other signed counterparts, shall constitute one agreement which shall be binding upon and effective as to all Parties. Execution by facsimile or by an electronically transmitted signature shall be fully and legally binding on the Parties.

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CAUTION: READ BEFORE SIGNING!

5/29/2025

Dated this ____ day of _____, 2025.

Signed by:
Dave Rescla
5138092747784E2...
_____
On behalf of
JTL Group, Inc., dba Knife River

APPROVED:

Signed by:
karl liepitz
5BE4AC8259454BA...
_____
Counsel for JTL Group, Inc., dba Knife River

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Dated this ____ day of 5/29/2025, 2025.

Signed by:
William A. Cole
2CA11D5423334EE...

_____
On behalf of City of Billings

APPROVED:

Signed by:
060D76B59546457...

_____
Counsel for City of Billings

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Exhibit A – Legal Description Real Property

Exhibit B – Legal Description of Knife River Property

Exhibit C – Zoning Designation Map

Exhibit D – List of Waived Fees

Exhibit E - WER Contract Documents

Exhibit F – Real Property Project Design DepictionWest End Reservoir Plan

Exhibit G – Default Location to Dump Fill Material

Exhibit H – Insurance

Exhibit I – KR DEQ SWPPP Permit

Exhibit J – Stormwater facility location

Exhibit K – Drainage and Improvement Provisions of SWMM and BMCC

Exhibit L – As-Is Release Provisions

Exhibit A

Legal Description of the Real Property

That portion of the Real Property to the North of Hesper Road:

Lot 3A of Amended Plat of Long Subdivision located in the S1/2 of Section 15, Township 1 South, Range 25 East, P.M.M. Yellowstone County, Montana

That portion of the Real Property to the South of Hesper Road:

Parcel 1 of Certificate of Survey No. 3733 located in the N1/2 of Section 22, Township 1 South, Range 25 East, P.M.M. Yellowstone County, Montana

See also attached Exhibit A-1 and Exhibit A-2 from original Purchase Agreement and Certificate of Survey No. 3733.

EXHIBIT A-1

PROPERTY DESCRIPTION

The legal description for the property south of Hesper Road will be:

Tract 2A of Certificate of Survey _____TBD after filing____ Located in the N1/2 of Section 22, T1S, R25E P.M.M. Yellowstone County Montana (144.80 Acres)

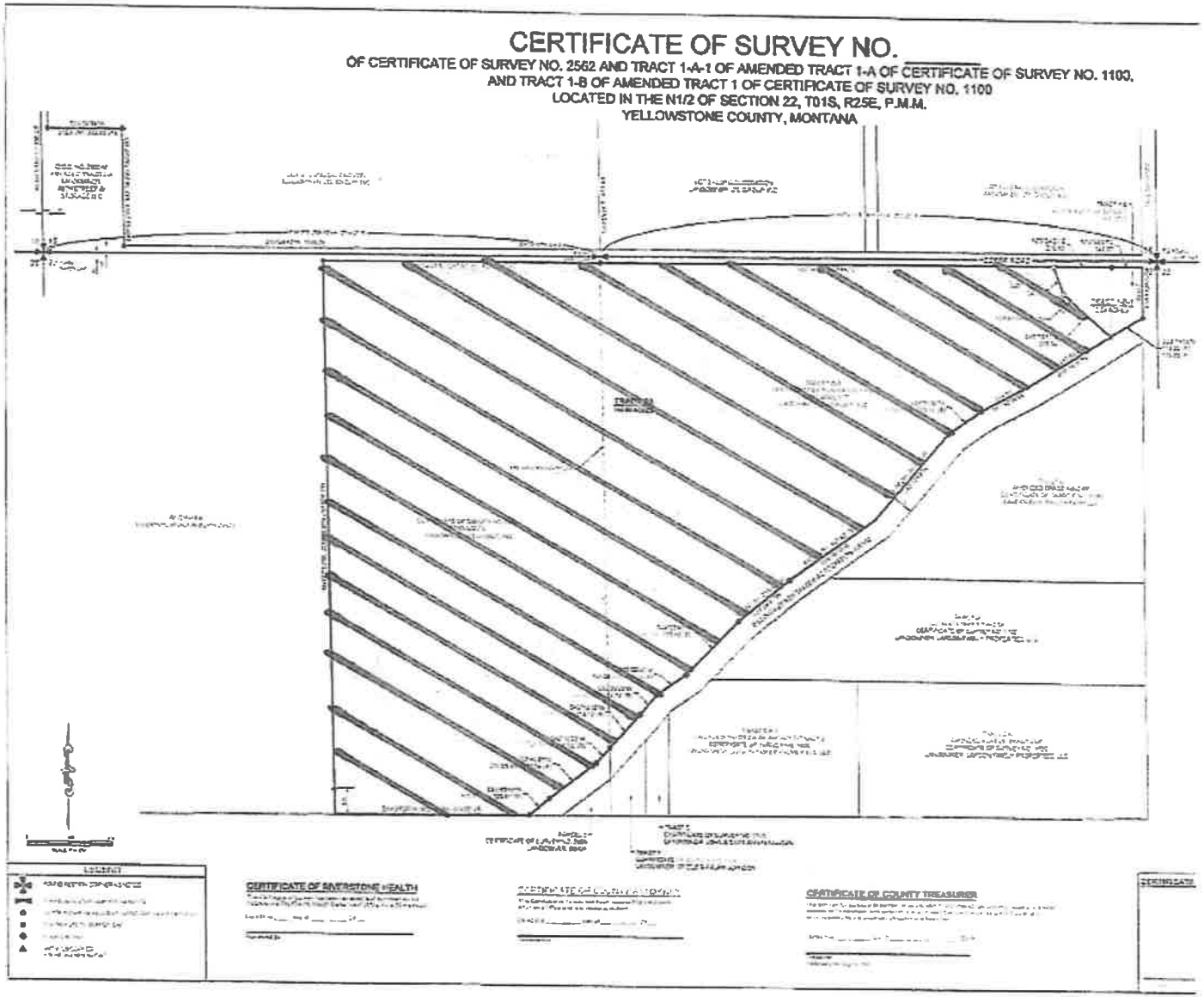
The legal description for the property north of Hesper Road will be:

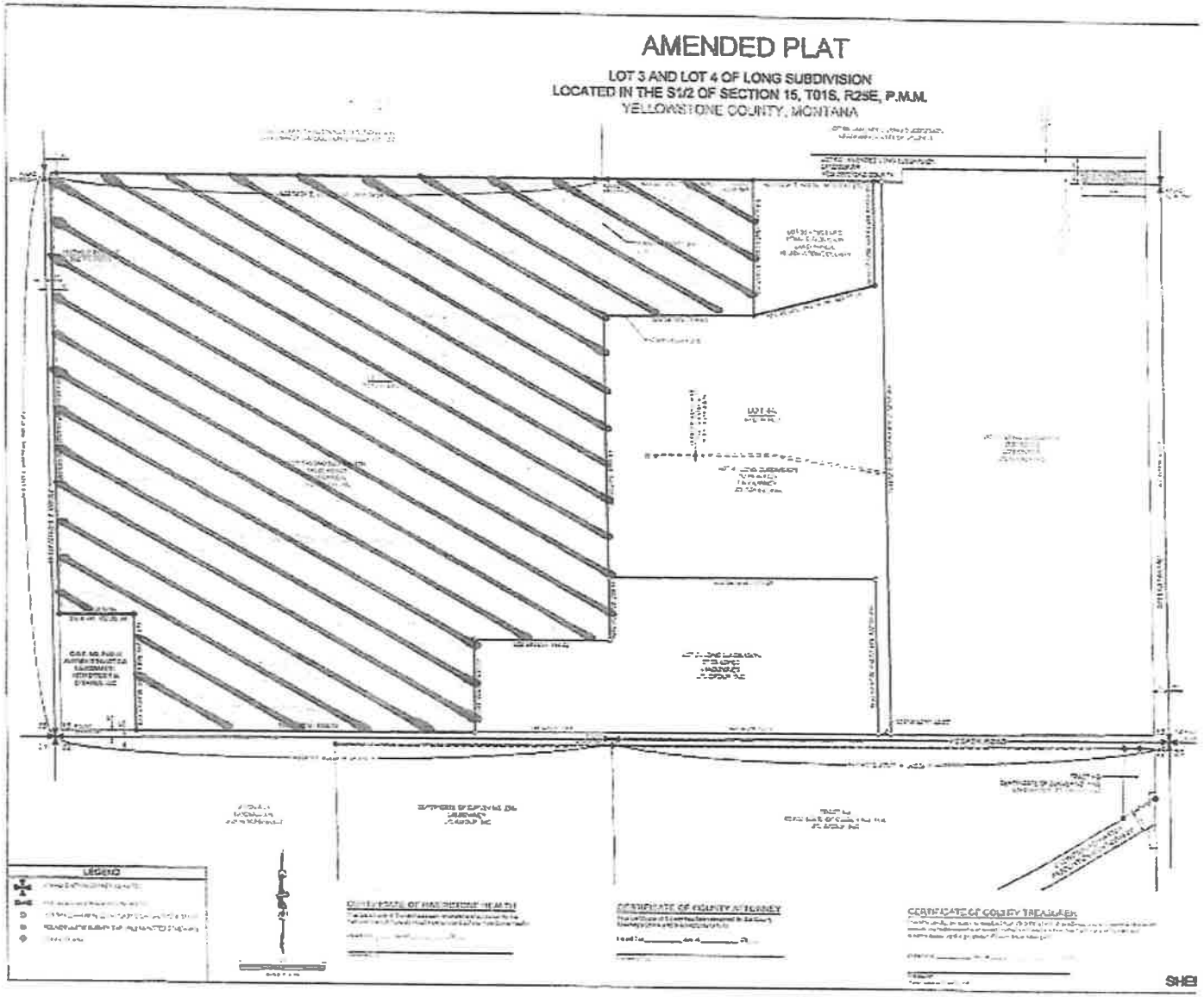
Lot 3A of the Amended Plat of Long Subdivision Located in the S1/2 of Section 15, T1S, R25E P.M.M. Yellowstone County Montana. (156.04 Acres)

Total acres 300.84

EXHIBIT A-2

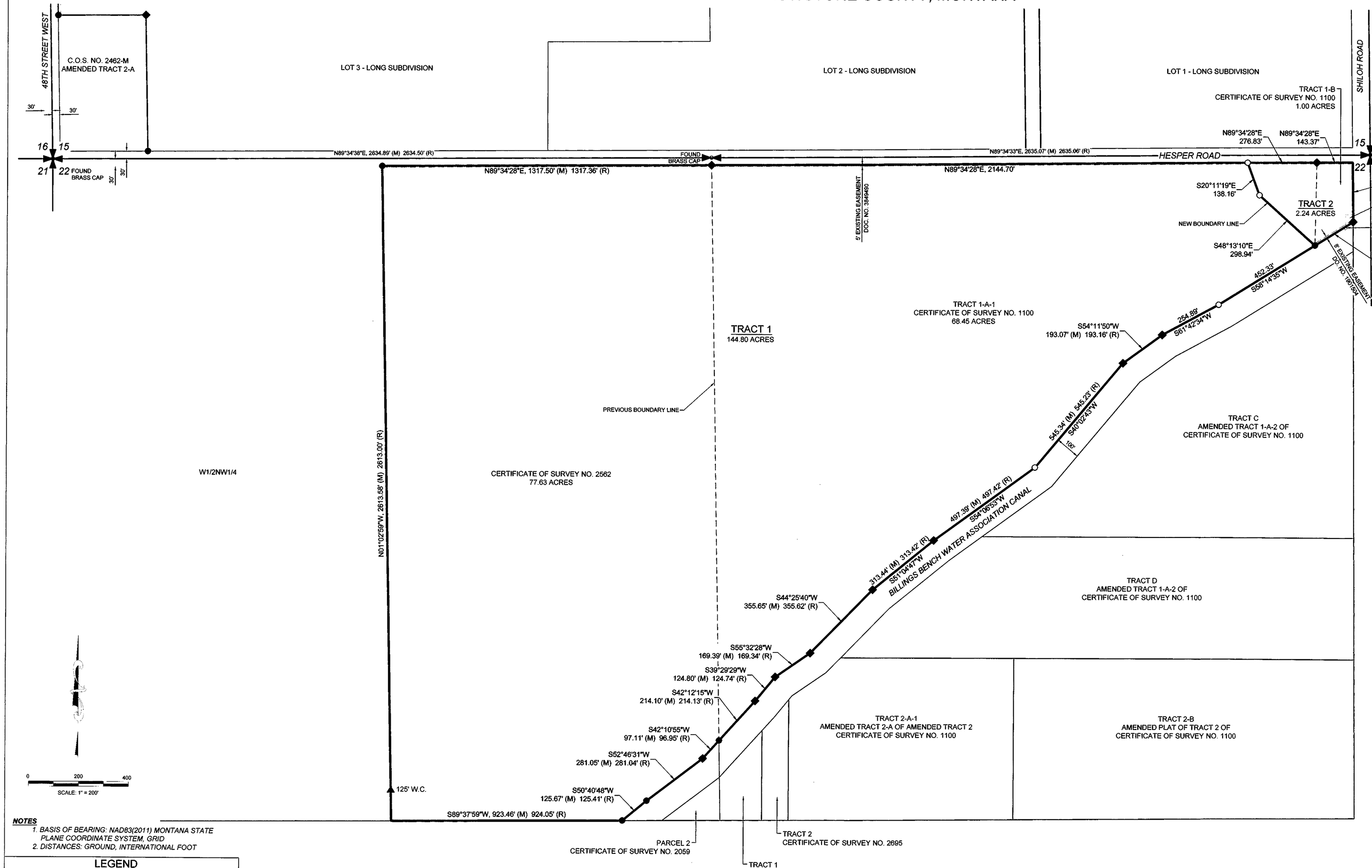
MAP DEPICTION OF PROPERTY


CERTIFICATE OF SURVEY NO.
OF CERTIFICATE OF SURVEY NO. 2562 AND TRACT 1-A-1 OF AMENDED TRACT 1-A OF CERTIFICATE OF SURVEY NO. 1103,
AND TRACT 1-B OF AMENDED TRACT 1 OF CERTIFICATE OF SURVEY NO. 1100
LOCATED IN THE N1/2 OF SECTION 22, T01S, R25E, P.M.M.
YELLOWSTONE COUNTY, MONTANA
CERTIFICATE OF COUNTY TREASURER


AMENDED PLAT
LOT 3 AND LOT 4 OF LONG SUBDIVISION
LOCATED IN THE S1/2 OF SECTION 15, T01S, R25E, P.M.M.
YELLOWSTONE COUNTY, MONTANA
LEGEND
CERTIFICATE OF COUNTY TREASURER
SHEE

CERTIFICATE OF SURVEY NO. 3733

BEING OF CERTIFICATE OF SURVEY NO. 2562 AND TRACT 1-A-1 OF AMENDED TRACT 1-A OF CERTIFICATE OF SURVEY NO. 1100, AND TRACT 1-B OF AMENDED TRACT 1 OF CERTIFICATE OF SURVEY NO. 1100 LOCATED IN THE N1/2 OF SECTION 22, T01S, R25E, P.M.M. YELLOWSTONE COUNTY, MONTANA



NOTES

1. *BASIS OF BEARING: NAD83(2011) MONTANA STATE PLANE COORDINATE SYSTEM, GRID*
2. *DISTANCES: GROUND, INTERNATIONAL FOOT*

LEGEND

- FOUND SECTION CORNER AS NOTED
- FOUND ¼ SECTION CORNER AS NOTED
- SET ⅝" REBAR W/ YELLOW PLASTIC CAP (HEINTZ 41531LS)
- FOUND PLASTIC SURVEY CAP
- FOUND REBAR
- WITNESS CORNER (W.C.) FOUND ALUMINUM CAP
- NEW BOUNDARY LINE
- PREVIOUS BOUNDARY LINE
- ADJACENT PROPERTY
- EASEMENT

LANDOWNERS CERTIFICATE

I hereby certify that the purpose of this survey is to relocate common boundary lines between adjoining properties outside of a platted subdivision. Therefore this division of land is exempt from review as a subdivision pursuant to M.C.A. 76-3-207(1)(a).

I further certify that TRACT 1 is exempt from D.E.Q. review in accordance with A.R.M. 17.36.605 (2) The reviewing authority may exclude the following parcels created by divisions of land from review under Title 76, chapter 4, part 1, MCA, unless the exclusion is used to evade the provisions of that part: (a) a parcel that has no facilities for water supply, wastewater disposal, storm drainage, or solid waste disposal, if no facilities will be constructed on the parcel.

I further certify that TRACT 2 is exempt from review pursuant to M.C.A. 76-4-125(2)(d), divisions located within jurisdictional areas that have adopted growth policies pursuant to chapter 1 or within first-class or second-class municipalities for which the governing body certifies, pursuant to 76-4-127, that adequate storm water drainage and adequate municipal facilities will be provided

JTL Group, Inc., Member Representative

ACKNOWLEDGEMENT

State of MONTANA)
: SS
County of YELLOWSTONE)

on this 8TH day of OCTOBER, 2019, before me, the undersigned a notary public for the State of MONTANA, personally appeared DAVID ROSETH, Member Representative for JTL Group, Inc, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

Notary Public for the State of MONTANA

AARON M. RIELAND
NOTARY PUBLIC for the State of Montana
Residing at Billings, Montana
My Commission Expires
December 30, 2020

LEGAL DESCRIPTION

Certificate of Survey No. 2562 located within NW1/4 of Section 22, T01S, R25E, P.M.M., Yellowstone County as filed on Document No. 1552092 dated March 5, 1990.

Tract 1-B of Amended Tract 1 of Certificate of Survey No. 1100 located within NE1/4 of Section 22, T01S, R25E, P.M.M., Yellowstone County as filed on Document No. 1159479 dated March 14, 1980.

Tract 1-A-1 of Amended Tract 1-A of Certificate of Survey No. 1100 located within NE1/4 of Section 22, T01S, R25E, P.M.M., Yellowstone County as filed on Document No. 1173006 dated August 11, 1980.

CERTIFICATE OF SURVEYOR

STATE OF WYOMING)
: ss
County of Natrona)

The undersigned, a Montana Registered Land Surveyor being first duly sworn, deposes and says that during the month August 2018, a survey was performed under his supervision of a tract of land to be known as CERTIFICATE OF SURVEY, in accordance with the request of the owner thereof and in conformance with Montana Subdivision and Platting Act; said subdivision being in accordance with the Landowner's Certificate and as shown on the plat; that the monuments found and set are of the character and occupy the positions hereon.

Dated the 4TH day of October, 2019

Paul A. Heintz
Paul A. Heintz
Registration Number 41531 LS

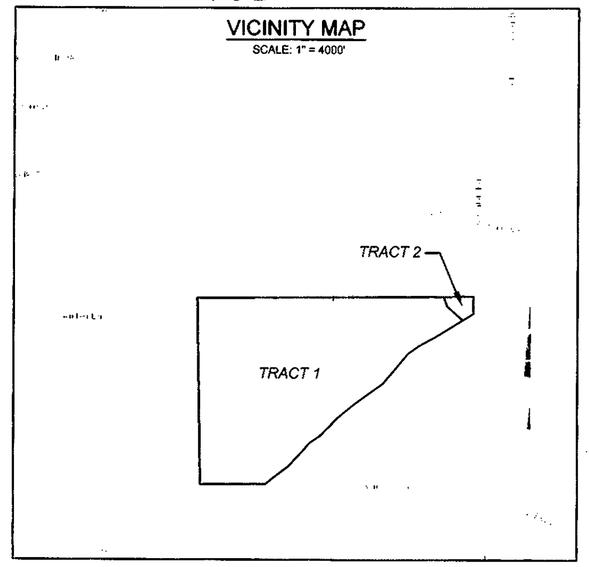
MONTANA PROFESSIONAL LAND SURVEYOR
PAUL A. HEINTZ
No. 41531LS
LICENSED

Subscribed and sworn to before me, a Notary Public in and for the State of Wyoming, this 4th day of October, 2019

Notary Public in and for the State of Wyoming
Printed Name LARRA LAFFERTY
Residing at NATRONA COUNTY, WY
My commission expires FEB 21, 2022

VICINITY MAP

SCALE: 1" = 4000'



CERTIFICATE OF RIVERSTONE HEALTH

This Certificate of Survey has been reviewed and approved by the Yellowstone City/County Health Department (d/b/a/ RiverStone Health)

Dated this 7TH day of OCT, 2019

Reviewed by

CERTIFICATE OF COUNTY ATTORNEY

This Certificate of Survey has been reviewed by the County Attorney's Office and is acceptable to form

Dated this 7TH day of Oct, 2019

Reviewed by

CERTIFICATE OF COUNTY TREASURER

I hereby certify, pursuant to section MCA 76-3-611(1)(b), that all real property taxes and special assessments assessed and levied on the land described on this Certificate of Survey and encompassed by the proposed division have been paid.

Dated this 7TH day of October, 2019

Treasurer~~Clerk~~
Yellowstone County, MT

CERTIFICATE OF FILING BY CLERK AND RECORDER

CS 3898884
10/08/2019 11:54 AM Pages: 1 of 1 Fees: 26.00
Jeff Martin Clerk & Recorder Yellowstone MT B: CTD 3733

1/4	SEC.	TWP.	RGE.
☒	22	01S	25E

CERTIFICATE OF SURVEY SECTION 22, T01S, R25E

JOB#: 2019-088

REVISIONS	
Date:	By:

WWC ENGINEERING
51 NORTH 15TH STREET, SUITE 1
BILLINGS, MT 59101
(406) 894-2210

Drawn By: AMR | Checked By: PAH | Date: MAY 2019 | Scale: 1" = 200'

PLOT STYLE: WWC_v15.ctb
FILE PATH: K:\Billings\CITY_OF_BILLINGS\81508\CAD\SURVEY\BOUNDARY.dwg

SHEET 1 OF 1

Exhibit B

Legal Description of the Knife River Property

Lot 1, Lot 2 and Lot 4A of Long Subdivision

See also attached Exhibit B and Exhibit C from original Purchase Agreement.

EXHIBIT B

KNIFE RIVER'S ADJACENT PROPERTY

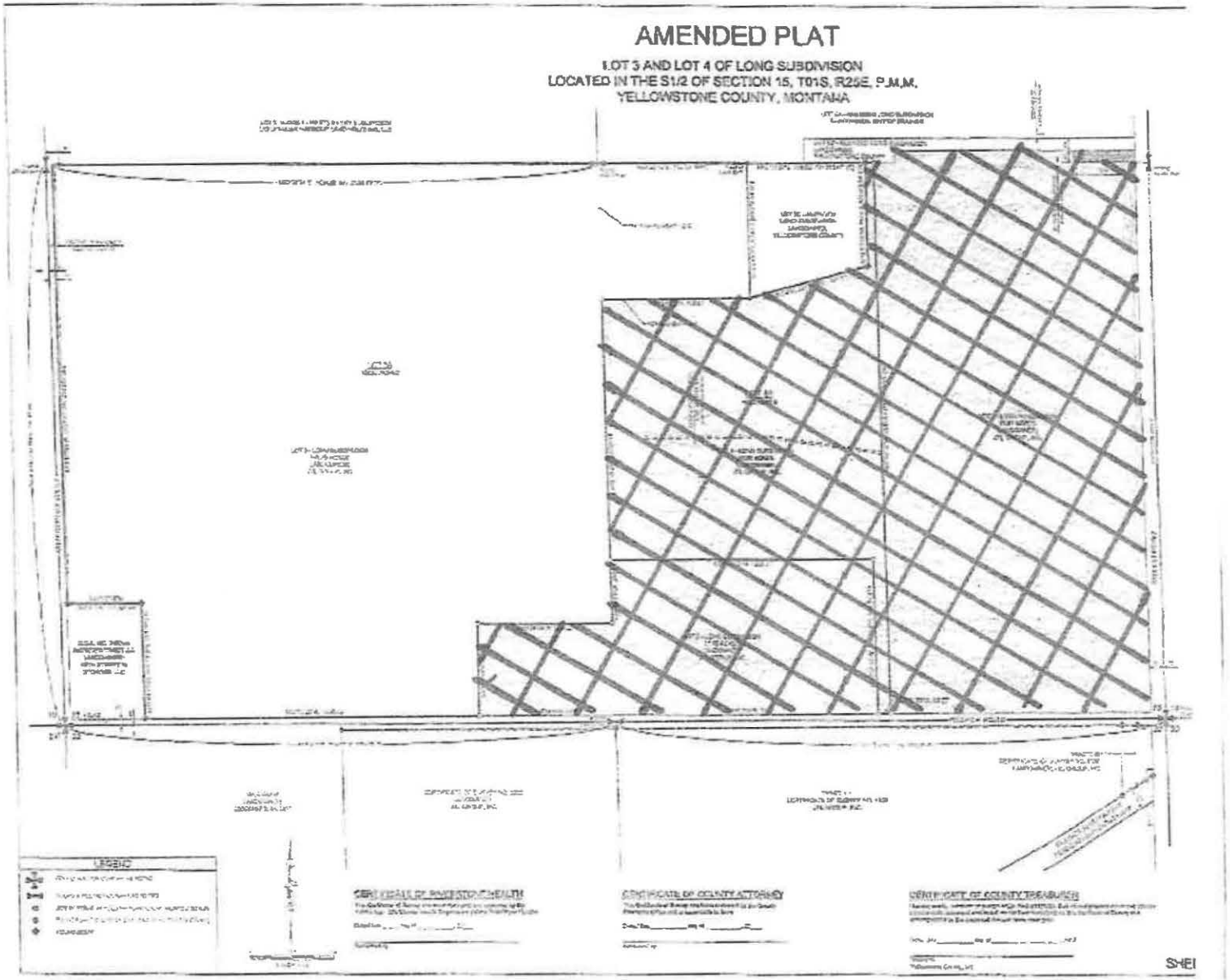
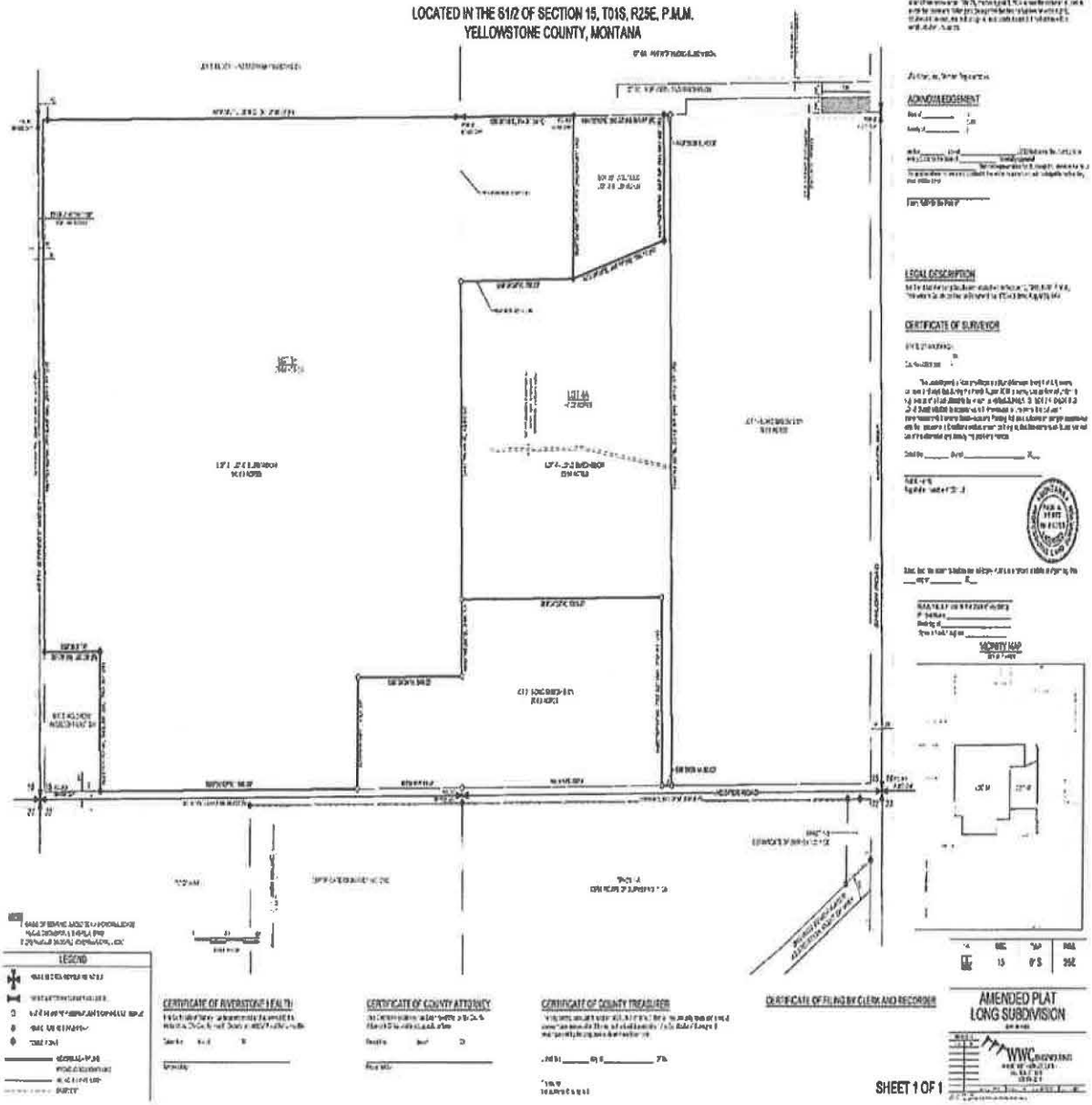

AMENDED PLAT
LOT 3 AND LOT 4 OF LONG SUBDIVISION
LOCATED IN THE S1/2 OF SECTION 15, T01S, R25E, P.M.M.
YELLOWSTONE COUNTY, MONTANA
LEGEND
CERTIFICATE OF COUNTY ATTORNEY
CERTIFICATE OF COUNTY TREASURER
SHEI

EXHIBIT C

REPLAT OF PROPERTY

AMENDED PLAT OF LOT 3 AND LOT 4 OF LONG SUBDIVISION

LOCATED IN THE S1/2 OF SECTION 15, T01S, R25E, P.M.M.
YELLOWSTONE COUNTY, MONTANA



LEGEND

CERTIFICATE OF RIVERSTONE HEALTH

CERTIFICATE OF COUNTY ATTORNEY

CERTIFICATE OF COUNTY TREASURER

CERTIFICATE OF FILING BY CLERK AND RECORDER

AMENDED PLAT
LONG SUBDIVISION

SHEET 1 OF 1

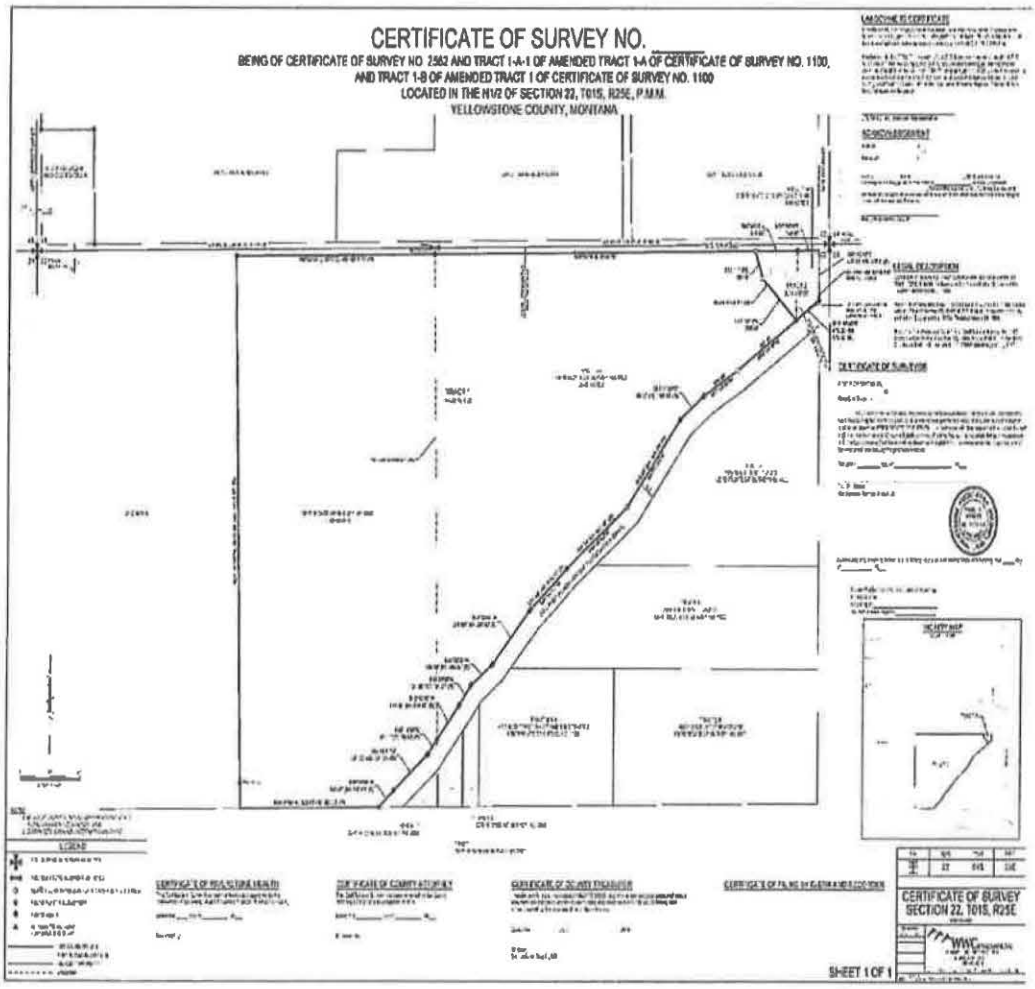
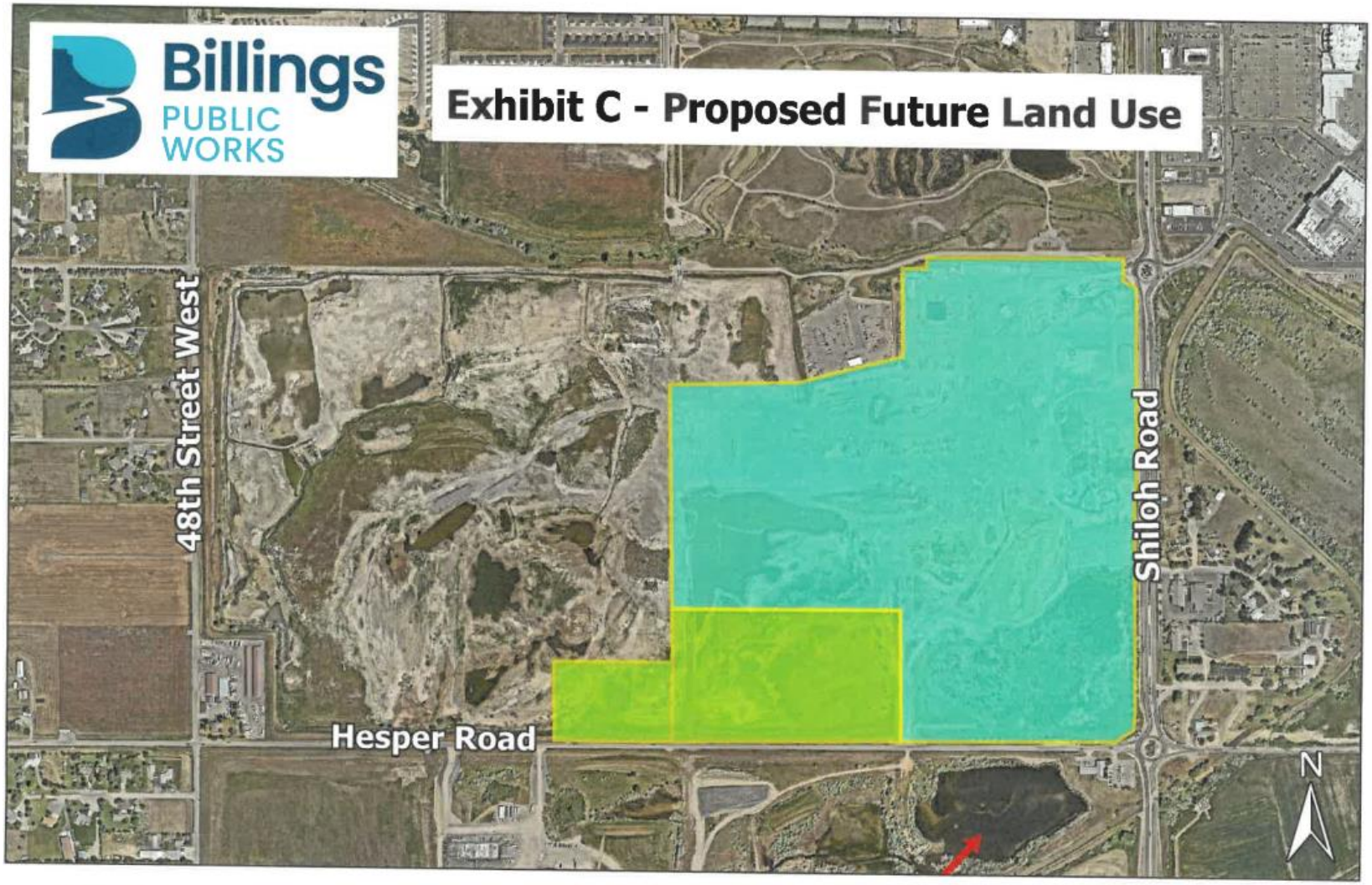

CERTIFICATE OF SURVEY NO. _____
BEING OF CERTIFICATE OF SURVEY NO. 2562 AND TRACT 1-A-1 OF AMENDED TRACT 1-A OF CERTIFICATE OF SURVEY NO. 1130,
AND TRACT 1-B OF AMENDED TRACT 1 OF CERTIFICATE OF SURVEY NO. 1100
LOCATED IN THE N1/2 OF SECTION 22, T01S, R25E, P.M.M.
YELLOWSTONE COUNTY, MONTANA
CERTIFICATE OF SURVEY
SECTION 22, T01S, R25E
SHEET 1 OF 1

Exhibit C

Zoning Designation Map for Knife River Property

See attached.



Urban Node: NX2, NX3, NMU, CMU1, CMU2

Commercial Mixed: NX2, NX3, CMU2, CX, C3 (County)

Exhibit D

List of Waived Fees

Water and sewer fees related to the connection to the city's system. This includes the two water connections and three sewer connections described in Section 3 of this agreement.

Fees for these connections include:

- Physical construction costs for the connections
- Reimbursement fees for the water and sewer mains that are existing along the frontages of the KR property.
- Private contract fees that would be assessed upon approval of construction for the connections. Private contract fees for construction of the site or subdivision water and sewer systems is not waived.
- Right of way fees that would be assessed upon approval of construction for the connections. Private contract fees for construction of the site or subdivision water and sewer systems is not waived.

SDF fees for all buildings will be paid by owner or builder or representative at time of building permit for water and wastewater service to buildings.

Exhibit E

WER Contract Documents

See attached WER Contract Documents:

- Project Manual Cover
- Table of Contents
- Division 00 Cover
- Invitation to Bid
- Instructions to Bidders
- Soils Investigation Data
- Bid Form
- Agreement Form
- 2025 Prevailing Wages
- Special Provisions
- Project Drawings

DICK ANDERSON CONSTRUCTION

3/14/2025

Project: W.O. 19-12 West End Reservoir Fill Material Delivery

GC/CM: Dick Anderson Construction, Inc.

Owner: City of Billings

Engineer: HDR

Project Documents:

- Project Manual Cover
- Table of Contents
- Division 00 Cover
- Invitation to Bid
- Instructions to Bidders
- Soils Investigation Data
- Bid Form
- Agreement Form
- 2025 Prevailing Wages
- Special Provisions
- Project Drawings

Bid Deadline Date: 02:00 PM Mountain Standard Time April 8th, 2025

Project Description: The West End Reservoir Fill Material Delivery project generally consists of excavating, transporting, and depositing 500,000 cubic yards of material from the City of Billings West End Reservoir site to the adjacent property.

Dick Anderson Construction, Inc. is the GC/CM and will be taking bids on the attached packages until April 8th, 2025 at 2:00 PM. Questions will be due by April 1st, at 2:00 PM. Direct all questions to Project Manager Kyle Kastelitz via email at kkastelitz@daconstruction.com .

4512 South Frontage Rd
PO Box 31511
Billings, MT 59101

daconstruction.com
Always Part of the Solution

City of Billings

W.O. 19-12 West End Reservoir Fill Material Delivery

Project Manual

March 2025

TABLE OF CONTENTS

DIVISION 00 – BIDDING REQUIREMENTS, CONTRACT FORMS, AND CONDITIONS OF THE CONTRACT

00100	INVITATION TO BID
00200	INSTRUCTIONS TO BIDDERS
00210	SOILS INVESTIGATION DATA
00300	BID FORM
	BID BOND
00500	AGREEMENT FORM
	MONANA STATE PREVAILING WAGES RATES – HEAVY
00910	SPECIAL PROVISIONS

DIVISION 00

PROCUREMENT AND CONTRACTING REQUIREMENTS

SECTION 00100

INVITATION TO BID

Separate sealed bids for ”W.O. 19-12 West End Reservoir Fill Material Delivery” project will be received by Dick Anderson Construction at 4512 South Frontage Road, Billings, MT 59101 or PO Box 31511 Billings, MT 59107 or kkastelitz@daconstruction.com until 2:00 p.m. local time on April 8th, 2025.

The City of Billings, HDR Engineering, and Dick Anderson Construction, Inc. (General Contractor/Construction Manager) invite interested parties to submit bids for the project. Detailed Instructions to Bidders are included in the supplied project documents.

The West End Reservoir Fill Material Delivery project generally consists of excavating, transporting, and depositing 500,000 cubic yards of material from the City of Billings West End Reservoir site to the adjacent property.

A complete digital package may be downloaded at no charge at www.questcdn.com. Bid Documents are also available at www.montanabid.com

A pre-bid meeting for all bidders will not be held, however interested bidders are encouraged to contact Dick Anderson Construction and arrange for a site visit.

CONTRACTOR and any of the CONTRACTOR’S subcontractors bidding or doing work on this project will be required to be registered with the Montana Department of Labor and Industry (DLI). Forms for registration are available from the Department of Labor and Industry, P.O. Box 8011, 1805 Prospect, Helena, Montana 59604-8011. Information on registration can be obtained by calling 1-406-444-7734. All laborers and mechanics employed by CONTRACTOR or subcontractors in performance of the construction work shall be paid wages at rates as may be required by the laws of Yellowstone County and the state of Montana. The CONTRACTOR must ensure that employees and applicants for employment are not discriminated against because of their race, color, religion, sex or national origin.

Each bid or proposal must be accompanied by a Certified Check, Cashier’s Check, or Bid Bond payable to “Dick Anderson Construction” in an amount not less than ten percent (10%) of the total amount of the bid. Successful BIDDERS shall furnish an approved Performance Bond and a Labor and Materials Payment Bond, each in the amount of one hundred percent (100%) of the contract amount. Insurance as required shall be provided by the successful BIDDER(s) and a certificate(s) of that insurance shall be provided. Bids submitted via email shall have the bid bond scanned and included with the bid. Bids submitted via mail or hand delivery shall have any of the bid securities included.

No bid may be withdrawn after the scheduled opening of bids.

The right is reserved to reject any or all proposals received, to waive informalities, to postpone the award of the contract for a period of not to exceed sixty (60) days, and to accept the lowest responsive and responsible bid which is in the best interest of the City of Billings and Dick Anderson Construction.

Dick Anderson Construction is an Equal Opportunity Employer.

Published at Billings, Montana, this March 14th, 2025.

Advertisement Dates: March 14th, 2025
March 21th, 2025
March 28th, 2025
April 4th, 2025

SECTION 00200

INSTRUCTIONS TO BIDDERS

Instructions to Bidders per the Montana Public Works Standard Specifications, 6th Edition, as Modified by the City of Billings Standard Modifications and as modified below:

ARTICLE 1 – DEFINED TERMS

Insert 1.1.D. "Owner" – For the purpose of this document OWNER shall refer to Dick Anderson Construction, General Contractor/Construction Manager on this project.

ARTICLE 2 – COPIES OF BIDDING DOCUMENTS

Revise 2.1 Complete sets of Bidding Documents may be obtained as stated in the Invitation to Bid.

Delete 2.3

ARTICLE 5 – PRE-BID CONFERENCE

Insert 5.2 A pre-bid meeting for all bidders will not be held, however interested bidders are encouraged to contact Dick Anderson Construction and arrange for a site visit.

ARTICLE 7 – INTERPRETATIONS AND ADDENDA

Modify 7.1 Revise second sentence to read "Interpretations or clarifications considered necessary by ENGINEER in response to such questions will be issued by Addenda. Addenda will be available at QuestCDN. Planholders may download the Addenda at no additional cost**.** In addition, Addenda may also be examined at www.montanabid.com."

Commented [MD1]: Do NOT change this link!!

ARTICLE 13 – PREPARATION OF BID

Modify 13.1 Revise first sentence to read "The Bid Form is included with the Bidding Documents; additional copies are available at www.montanabid.com or ."QuestCDN."

Modify 13.11 Add after the first sentence: Montana Contractor's Registration is not required until project award.

Delete 13.12 in the City of Billings Standard Modifications (dated January 2021).

ARTICLE 15 – SUBMITTAL OF BID

Add to 15.1 Only Section 00300 Bid Form and any bid securities are required to be submitted.

Replace 15.2 Bids can either be submitted via email, regular mail, or hand delivered. If using email, the bid must be submitted with a scanned copy of the bid bond. If submitting bid via regular mail or hand delivered, a cashier's check, Certified check or bid bond must be included.

Add to 15.3C. Telecommunication systems as used in this section does not include email.

ARTICLE 17 – OPENING OF BIDS

Insert 17.2 Bids will not be opened at a location that is open to the public. Bids will be opened at the time set for opening in the Invitation to Bid. An abstract of the amounts of the Bid Schedules will be made available to Bidders after the opening of the Bids.

ARTICLE 22 – STATE LAWS AND REGULATIONS

Modify 22.1 Delete reference to employment preference to Montana contractors and residents and contractor's registration.

END OF SECTION

SECTION 00210
SOILS INVESTIGATION DATA

PART 1 - GENERAL

1.1 INVESTIGATION

A. General
   1. Bidders can request from the Engineer (referenced in the Invitation to Bid) soils investigation information pertinent to the project. The soils investigations are provided for information only. The soils investigations are not a part of the contract documents.

B. Soil and subsurface investigations were conducted at the project site. The results of these investigations are found in the following reports:
   1. Geotechnical Data Report – Billings West End Reservoir Phase II, Billings, Montana, September 26, 2023, Terracon Project No. 26195013B.

C. Bidders are urged to examine soil investigation and groundwater data and to make their own investigation of the site before bidding.

END OF SECTION

SECTION 00300

BID FORM

PROJECT IDENTIFICATION:

W.O. 19-12 West End Reservoir Fill Material Delivery

CONTRACT IDENTIFICATION AND NUMBER:

W.O. 19-12 West End Reservoir Fill Material Delivery

THIS BID SUBMITTED TO:

Dick Anderson Construction kkastelitz@daconstruction.com	Dick Anderson Construction 4512 South Frontage Road Billings, MT 59101	Dick Anderson Construction P.O. Box 31511 Billings, MT 59101

1.01 The undersigned Bidder proposes and agrees if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents, to perform and furnish all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

2.01 Bidder accepts all of the terms and conditions of the Advertisement or Invitation to Bid, and Instructions to Bidders, including without limitations those dealing with the disposition of Bid Security. This Bid will remain subject to acceptance for sixty (60) days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

3.01 In submitting this Bid, Bidder represents, as set forth in the Agreement, that:

A. Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of all which is hereby acknowledged:

Addendum No.	Addendum Date
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work

C. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has carefully studied all (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Special Provisions as provided in paragraph 4.02 of the General Conditions, and (2) reports and drawings of a Hazard Environmental Condition, if any, which has been identified in the Special Provisions as provided in paragraph 4.06 of the General Conditions.

E. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques,

sequences, and procedures of construction expressly required by the Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto.

F. Bidder does not consider that any further examinations, investigations, explorations, tests, studies or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.

G. Bidder is aware of the general nature of the Work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.

H. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies and data with the Bidding Documents.

I. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder .

J. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

4.01 Bidder further represents that this Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

The Bidder certifies that no official of the Owner, Engineer or any member of such officials immediate family, has direct or indirect interest in the pecuniary profits or Contracts of the Bidder.

5.01 The Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

Bid Item Description: Reference Specification Section 00910 – SPECIAL PROVISIONS for a breakdown of bid item descriptions. The description of bid items is provided for clarity purposes only. It is not intended to replace, supersede, or preclude any information in the plans and specifications. Unless specified otherwise, all lump sum bid items will be paid as a percentage of actual work complete. Percent complete will be based on the schedule of values submitted by the contractor and approved by the Engineer. The schedule of values will break down the lump sum Bid Items into discrete work activities beyond the breakdown shown on the Bid Schedule. The schedule of values must be submitted and approved by the Engineer before the Contractor can request payment for work under this Contract.

BID SCHEDULE I: West End Reservoir Fill Material Delivery

BID ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE
I-1	Mobilization/Demobilization	LS	1		
I-2	Taxes, Bonds & Insurance	LS	1		
I-3	General Conditions	LS	1		
I-4	Borrow Area Clearing	LS	1		
I-5	Fill Material	CY	500,000		
I-6	Zone 3 Waterline/Dewatering Trench Crossing(s)	LS	1		

TOTAL BID PRICE BID SCHEDULE I $_____
(Figures)

TOTAL BID PRICE BID SCHEDULE I $_____
(Words)

A. Unit Prices have been computed in accordance with paragraph 11.03.B. of the General Conditions.

B. Bidder acknowledges that estimated quantities are not guaranteed and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities provided, determined as provided in the Contract Documents.

C. The undersigned agrees that the unit prices shall govern in checking the Bid, and should a discrepancy exist in the Total Estimated Price and Total Amount of Unit Prices Bid as listed above after extensions are checked and corrections made, if any, the Total Amount of Unit Prices Bid as corrected shall be used in awarding this Contract.

D. The OWNER reserves the right to reject any or all bids.

6.01 Bidder agrees that the Work will be substantially completed and competed and ready for final payment in accordance with 14.07 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified above, which shall be stated in the Agreement.

7.01 The following documents are attached to and made a condition of the Bid:

A. Required Bid security in the amount of 10% of the maximum Bid price including alternates, if any, and in the form identified in the Instructions To Bidders..

8.01 The terms used in this Bid with the initial capital letters have the meanings indicated in the Instructions To Bidders, General Conditions, and the Supplementary Conditions.

SUBMITTED on _____ , _____.
(Date)

Montana Contractor's Registration # (if any) _____

Montana Contractor’s Gross Receipts Account # _____
(Example: XXXXXX-XXX-CGR)

Employer’s Tax ID No. _____

If BIDDER is:

An Individual: _____
(Name typed or printed)

By: _____
(Individual's Signature)

Doing business as: _____

Business Address: _____

_____

Phone No.: _____ FAX No: _____

A Partnership: _____
(Partnership Name)

By: _____
(Signature)

_____
(Name, typed or printed)

Business Address: _____

_____

Phone No.: _____ FAX No: _____

A Corporation: _____
(Corporation Name)

State of Incorporation: _____

Type (General Business, Professional, Service, Limited Liability): _____

By: _____
(Signature of person authorized to sign)

Title: _____

Attest: _____
(Signature)

Business Address: _____

_____

Phone No.: _____ FAX No: _____

Date of Qualification To Do Business Is: _____

_____
(Corporate Seal)

A Joint Venture: Each Joint Venture Must Sign

Joint Venturer Name:_____
(Name)

By:_____
(Signature of Joint Venture Partner)

Name:_____
(Name, printed or typed)

Title:_____

Business Address:_____

_____

Phone No.:_____FAX No: _____

Joint Venturer Name:_____
(Name)

By:_____
(Signature of Joint Venture Partner)

Name:_____
(Name, printed or typed)

Title:_____

Business Address:_____

_____

Phone No.:_____FAX No: _____

Address of Joint Venture for Receipt of Official Communication:
Address:_____

_____

Phone No.:_____FAX No: _____

(Each Joint Venture must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above.)

END OF SECTION

1

SECTION 00500

AGREEMENT FORM

This Agreement is dated as of _____, by and between "Dick Anderson Construction," hereinafter called Owner, and _____, hereinafter called Contractor. Owner and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Excavating, transporting, and depositing 500,000 cubic yards of material from the City of Billings West End Reservoir site to the adjacent property.

Article 2. THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

W.O. 19-12 West End Reservoir Fill Material Delivery

Article 3. ENGINEER/ARCHITECT

3.01 The Project has been designed by: HDR Engineering who is hereinafter called Engineer and who is to act as Owner's representative, assume all duties and responsibilities and have the rights and authority assigned to Engineer in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

Article 4. CONTRACT TIME

4.01 Time of the Essence.

A. All the time limits for milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 Days to achieve Substantial and Final Completion.

A. The Work shall be substantially complete (All Fill Material placed on the adjacent property) by December 31, 2025. Final completion of the Work shall be within 30 Calendar days after the date of Substantial Completion.

4.03 Liquidated damages.

A. OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner Five Hundred dollars ($500.00) for each day that expires after the time specified in paragraph 4.02 for Substantial Completion until the Work is substantially complete and Two Hundred Fifty dollars ($250.00) for each day that expires after the time specified in paragraph 4.02 for Final completion. The liquidated damages specified herein include unscheduled employment.

Article 5. CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the work in accordance with the Contract Documents an amount equal to the sum of the established lump sum of that item that is constructed and accepted. Lump Sum prices are those listed in the Lump Sum Schedule of the Bid Form attached as Exhibit A to this Agreement. Estimated quantities used for bidding purposes are not guaranteed. Payment will be for actual quantities as determined by Engineer in accordance with Paragraph 9.07 of the General Conditions. Unit prices have been computed as provided in paragraph 11.03 of the General Conditions.

Article 6. PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments:

A. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the Contract Documents.

6.02 Progress Payments; Retainage:

A. Owner shall make progress payments in accordance with Article 14 of the General Conditions on account of the Contract Price on the basis of Contractor's Applications for Payment as recommended by Engineer, once each month during construction as provided below. All progress payments will be on the basis of the progress of the Work measured by the number of units of each bid item completed times the bid unit price in the Unit Price Schedule of the Bid Form for that item or for lump sum bid items payment will be made on the percentage of actual work complete based on the schedule of values break down for the lump sum bid item.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the sum of the unit price items less the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, in accordance with paragraph 14.02 of the General Conditions.

    a. The Owner shall retain five percent (5%) of the amount of each payment until final completion and acceptance of all Work covered by the Contract Documents.

    b. Retainage will be five percent (5%) of materials and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to Owner as provided in paragraph 14.02 of the General Conditions).
    c. In accordance with Title 15, Chapter 50, MCA, the Owner shall withhold, in addition to other amounts withheld as provided by law or specified herein, one percent (1%) of all payments due the Contractor and shall transmit such monies to the Montana Department of Revenue.

2. Upon Substantial Completion and at the Owner’s discretion, the amount of retainage may be further reduced if requested by the Contractor.

6.03 Final Payment:

A. Upon final completion and acceptance of the Work in accordance with paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said paragraph 14.07.

Article 7. INTEREST:

7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at a rate of up to 1% per month.

Article 8. CONTRACTOR'S REPRESENTATION:

8.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents (including all Addenda) listed in paragraph 9 and the other related data identified in the Bidding Documents

B. Contractor has visited the site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, performance or furnishing of the Work.

C. Contractor is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.

D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in the Special Provisions as provided in paragraph 4.02 of the General Conditions and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site which has been identified in the Special Provisions as provided in paragraph 4.06 of the General Conditions. Contractor acknowledges that such reports and drawings are not Contract Documents and may not be complete for Contractor's purposes. Contractor acknowledges that Owner and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site.

E. Contractor has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise, which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor including applying the specific means, methods, techniques, sequences and procedures of construction, if any, expressly required by the Contract Documents to be employed by the Contractor, and safety precautions and programs incident thereto.

F. Contractor does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.

G. Contractor is aware of the general nature of work to be performed by Owner and others at the site that relates to the Work as indicated in the Contract Documents.

H. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.

I. Contractor has given Engineer written notice of all conflicts, errors, ambiguities or discrepancies that Contractor has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Contractor.

J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

Article 9. CONTRACT DOCUMENTS:

9.01 Contents

A. The Contract Documents consist of the following:
   1. This Agreement (Pages 1 to 7, inclusive);

2. Performance Bond (pages 1 to , inclusive);
3. Payment Bond (pages 1 to , inclusive);
4. General Conditions (pages 1 to , inclusive);
5. Supplementary Conditions (pages 1 to , inclusive);
6. Special Provisions (pages 1 to , inclusive);
7. Specifications as listed in the table of contents of the Project Manual;
8. Drawings consisting of a cover sheet and sheets numbered ____ through ___ with each sheet bearing the following general title:_____ _____;
9. Addenda (Numbers _____to _____, inclusive);
10. Exhibits to this Agreement (enumerated as follows):
    a. Notice To Proceed (pages 1 to ___ , inclusive);
    b. Contractor's Bid (pages _____ to ____, inclusive);
    c. Documentation submitted by Contractor prior to Notice of Award (pages_____ to _____, inclusive);
    d. Notice of Award
11. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
    a. Written Amendments;
    b. Work Change Directives;
    c. Change Order(s).
    d. Any Notice of Partial Utilization
    e. Notice of Substantial Completion
    f. Lien Waivers
    g. Notice of Final Completion and Acceptance
12. Certificates of Insurance
13. Wage Rates
14. Special Provisions (Section 00900 of Std Mods and project specific)
15. Montana Public Works Standard Specifications, Sixth Edition, dated April 2010, including the City of Billings Standard Modifications thereof.

B. The documents listed in paragraph 9.01.A. are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 9.

D. The Contract Documents may only be amended, modified or supplemented as provided in paragraphs 3.04 of the General Conditions.

Article 10. MISCELLANEOUS:

10.01 Terms.

A. Terms used in this Agreement which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions.

10.02 Assignment of Contract.

A. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically, but without limitation, moneys that may come due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 Successors and Assigns

A. Owner and Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

10.04 Severability

A. Any provision of part of the Contract Documents held to be void or unenforceable under and Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

IN WITNESS WHEREOF, Owner and Contractor have signed copies of Agreement. Documents have been signed or identified by Owner and Contractor or by Engineer on their behalf.

This Agreement will be effective on _____ (which is the effective date of the Agreement).

Dick Anderson Construction	Contractor _____
By _____ (Signature)	By _____ (Signature)
Attest _____ (Signature)	Attest _____ (Signature)
Address for giving notices:	Address for giving notices:
_____	_____
_____	_____
Phone No._____	Phone No. _____
FAX No._____	FAX No. _____
(CORPORATE SEAL)	(SEAL)
(If OWNER is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of Owner - Contractor Agreement.	Contractor Registration No. Agent for service of process: _____ _____ (If CONTRACTOR is a corporation or a partnership, attach evidence of authority to sign.)

Owner's Designated Representative:	Contractor's Designated Representative:
Name:_____	Name:_____
Title:_____	Title:_____
Address:_____	Address:_____
_____	_____
Phone No.:_____	Phone No.:_____
FAX No.:_____	FAX No.:_____

END OF SECTION

MONTANA
PREVAILING WAGE RATES FOR HEAVY CONSTRUCTION SERVICES 2025

Effective: January 11, 2025

Greg Gianforte, Governor
State of Montana

Sarah Swanson, Commissioner
Department of Labor & Industry

To obtain copies of prevailing wage rate schedules, or for information relating to public works projects and payment of prevailing wage rates, visit ESD at erd.dli.mt.gov/labor-standards or contact:

Employment Standards Division
Montana Department of Labor and Industry
P. O. Box 8011
Helena, MT 59604
Phone 406-444-6543

The department welcomes questions, comments, and suggestions from the public. In addition, we'll do our best to provide information in an accessible format, upon request, in compliance with the Americans with Disabilities Act.

MONTANA PREVAILING WAGE REQUIREMENTS

The Commissioner of the Department of Labor and Industry, in accordance with Sections 18-2-401 and 18-2-402 of the Montana Code Annotated (MCA), has determined the standard prevailing rate of wages for the occupations listed in this publication.

The wages specified herein control the prevailing rate of wages for the purposes of Section 18-2-401, et seq., MCA. It is required each employer pay (as a minimum) the rate of wages, including fringe benefits, travel allowance, zone pay and per diem applicable to the district in which the work is being performed as provided in the attached wage determinations.

All Montana Prevailing Wage Rates are available on the internet at erd.dli.mt.gov/labor-standards or by contacting the department at (406) 444-6543.

In addition, this publication provides general information concerning compliance with Montana's Prevailing Wage Law and the payment of prevailing wages. For detailed compliance information relating to public works contracts and payment of prevailing wage rates, please consult the regulations on the internet at erd.dli.mt.gov/labor-standards or contact the department at (406) 444-6543.

SARAH SWANSON
Commissioner
Department of Labor and Industry
State of Montana

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A. Date of Publication January 13, 2025

B. Definition of Heavy Construction

The Administrative Rules of Montana (ARM), 24.17.501(4) – (4)(b), states *"Heavy construction projects include, but are not limited to, those projects that are not properly classified as either 'building construction', or 'highway construction.'*

Heavy construction projects include, but are not limited to, antenna towers, bridges (major bridges designed for commercial navigation), breakwaters, caissons (other than building or highway), canals, channels, channel cut-offs, chemical complexes or facilities (other than buildings), cofferdams, coke ovens, dams, demolition (not incidental to construction), dikes, docks, drainage projects, dredging projects, electrification projects (outdoor), fish hatcheries, flood control projects, industrial incinerators (other than building), irrigation projects, jetties, kilns, land drainage (not incidental to other construction), land leveling (not incidental to other construction), land reclamation, levees, locks and waterways, oil refineries (other than buildings), pipe lines, ponds, pumping stations (prefabricated drop-in units – not buildings), railroad construction, reservoirs, revetments, sewage collection and disposal lines, sewers (sanitary, storm, etc.), shoreline maintenance, ski tows, storage tanks, swimming pools (outdoor), subways (other than buildings), tipples, tunnels, unsheltered piers and wharves, viaducts (other than highway), water mains, waterway construction, water supply lines (not incidental to building), water and sewage treatment plants (other than buildings) and wells."

C. Definition of Public Works Contract

Section 18-2-401(11)(a), MCA defines "public works contract" as *"…a contract for construction services let by the state, county, municipality, school district, or political subdivision or for nonconstruction services let by the state, county, municipality, or political subdivision in which the total cost of the contract is in excess of $25,000…"*.

D. Prevailing Wage Schedule

This publication covers only Heavy Construction occupations and rates in the specific localities mentioned herein. These rates will remain in effect until superseded by a more current publication. Current prevailing wage rate schedules for Building Construction, Highway Construction and Nonconstruction Services occupations can be found on the internet at https://erd.dli.mt.gov/labor-standards/state-prevailing-wage-rates/ or by contacting the department at (406) 444-6543.

E. Rates to Use for Projects

ARM, 24.17.127(1)(c), states *"The wage rates applicable to a particular public works project are those in effect at the time the bid specifications are advertised."*

F. Wage Rate Adjustments for Multiyear Contracts

Section 18-2-417, MCA states:
"(1) Any public works contract that by the terms of the original contract calls for more than 30 months to fully perform must include a provision to adjust, as provided in subsection (2), the standard prevailing rate of wages to be paid to the workers performing the contract.

(2) The standard prevailing rate of wages paid to workers under a contract subject to this section must be adjusted 12 months after the date of the award of the public works contract. The amount of the adjustment must be a 3% increase. The adjustment must be made and applied every 12 months for the term of the contract.

(3) Any increase in the standard rate of prevailing wages for workers under this section is the sole responsibility of the contractor and any subcontractors and not the contracting agency."

G. Fringe Benefits

Section 18-2-412, MCA states:

"(1) To fulfill the obligation…a contractor or subcontractor may:

(a) pay the amount of fringe benefits and the basic hourly rate of pay that is part of the standard prevailing rate of wages directly to the worker or employee in cash;

(b) make an irrevocable contribution to a trustee or a third person pursuant to a fringe benefit fund, plan, or program that meets the requirements of the Employee Retirement Income Security Act of 1974 or that is a bona fide program approved by the U. S. department of labor; or

(c) make payments using any combination of methods set forth in subsections (1)(a) and (1)(b) so that the aggregate of payments and contributions is not less than the standard prevailing rate of wages, including fringe benefits and travel allowances, applicable to the district for the particular type of work being performed.

(2) The fringe benefit fund, plan, or program described in subsection (1)(b) must provide benefits to workers or employees for health care, pensions on retirement or death, life insurance, disability and sickness insurance, or bona fide programs that meet the requirements of the Employee Retirement Income Security Act of 1974 or that are approved by the U. S. department of labor."

Fringe benefits are paid for all hours worked (straight time and overtime hours). However, fringe benefits are not to be considered a part of the hourly rate of pay for calculating overtime, unless there is a collectively bargained agreement in effect that specifies otherwise.

H. Dispatch City

ARM, 24.17.103(11), defines dispatch city as *"…the courthouse in the city from the following list which is closest to the center of the job: Billings, Bozeman, Butte, Great Falls, Helena, Kalispell, Miles City, Missoula and Sidney."*

I. Zone Pay

Zone pay is not travel pay. ARM, 24.17.103(25), defines zone pay as *"…an amount added to the base pay; the combined sum then becomes the new base wage rate to be paid for all hours worked on the project. Zone pay must be determined by measuring the road miles one way over the shortest practical maintained route from the dispatch city to the center of the job."* See section H above for a list of dispatch cities.

J. Computing Travel Benefits

ARM, 24.17.103(23), states *" 'Travel pay,' also referred to as 'travel allowance,' is and must be paid for travel both to and from the job site, except those with special provisions listed under the classification. The rate is determined by measuring the road miles one direction over the shortest practical maintained route from the dispatch city or the employee's home, whichever is closer, to the center of the job."* See section H above for a list of dispatch cities.

K. Per Diem

ARM, 24.17.103(19), states *" 'Per diem' typically covers costs associated with board and lodging expenses. Per diem is paid when an employee is required to work at a location outside the daily commuting distance and is required to stay at that location overnight or longer."*

L. Apprentices

Wage rates for apprentices registered in approved federal or state apprenticeship programs are contained in those programs. Additionally, Section 18-2-416(2), MCA states, *"…The full amount of any applicable fringe benefits must be paid to the apprentice while the apprentice is working on the public works contract."* Apprentices not registered in approved federal or state apprenticeship programs will be paid the appropriate journey level prevailing wage rate when working on a public works contract.

M. Posting Notice of Prevailing Wages

Section 18-2-406, MCA, provides that contractors, subcontractors, and employers who are *"…performing work or providing construction services under public works contracts, as provided in this part, shall post in a prominent and accessible site on the project or staging area, not later than the first day of work and continuing for the entire duration of the project, a legible statement of all wages and fringe benefits to be paid to the employees."*

N. Employment Preference

Sections 18-2-403 and 18-2-409, MCA require contractors to give preference to the employment of bona fide Montana residents in the performance of work on public works contracts.

O. Projects of a Mixed Nature

Section 18-2-418, MCA states:

"(1) The contracting agency shall determine, based on the preponderance of labor hours to be worked, whether the public works construction services project is classified as a highway construction project, a heavy construction project, or a building construction project.

(2) Once the project has been classified, employees in each trade classification who are working on that project must be paid at the rate for that project classification"

P. Occupations Definitions

You can find definitions for these occupations on the following Bureau of Labor Statistics website:
http://www.bls.gov/oes/current/oes_stru.htm

Q. Welder Rates

Welders receive the rate prescribed for the craft performing an operation to which welding is incidental.

R. Foreman Rates

Rates are no longer set for foremen. However, if a foreman performs journey level work, the foreman must be paid at least the journey level rate.

S. Proper Classification for Pipefitter and Laborer/Pipelayer Work on Water and Waste Water Treatment Plants The proper classification for the following work is Pipefitter, when it is performed inside a building structure or performed at a location which will later be inside of a building: Joining steel pipe larger than 12 inches in diameter with bolted flange connections that has been pre-fabricated off site and does not require any modification such as cutting, grinding, welding, or other fabrication in order to be installed. All other work previously classified as pipefitter remains in that classification. The proper classification for that work when it is at a location that will always be outside a building is Pipelayer, which is under the Laborer Group 3 classification.

WAGE RATES

BOILERMAKERS

Wage	Benefit
$35.30	$34.00

Duties Include:
Construct, assemble, maintain, and repair stationary steam boilers, boiler house auxiliaries, process vessels, pressure vessels and penstocks. Bulk storage tanks and bolted steel tanks.

Travel and Per Diem:
No travel or per diem established.

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BRICK, BLOCK, AND STONE MASONS

Wage	Benefit
$32.32	$16.78

Travel:
0-70 mi. free zone
>70-90 mi. $60.00/day
>90 mi. $80.00/day

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CARPENTERS

Wage	Benefit
$36.49	$17.45

Zone Pay:
0-30 mi. free zone
>30-60 mi. base pay + $4.00/hr.
>60 mi. base pay + $6.00/hr.

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CEMENT MASONS AND CONCRETE FINISHERS

Wage	Benefit
$38.54	**$17.04**

Duties Include:
Smooth and finish surfaces of poured concrete, such as floors, walks, sidewalks, or curbs. Align forms for sidewalks, curbs, or gutters.

Zone Pay:
0-30 mi free zone
30-60 mi base pay+2.95/hr.
>60 mi base pay+4.75/hr.

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CONSTRUCTION EQUIPMENT OPERATORS GROUP 1

Wage	Benefit
$31.51	$15.73

This group includes but is not limited to:
Air Compressor; Auto Fine Grader; Belt Finishing; Boring Machine (Small); Cement Silo; Crane, A-Frame Truck Crane; Crusher Conveyor; DW-10, 15, and 20 Tractor Roller; Farm Tractor; Forklift; Form Grader; Front-End Loader, under 1 cu. yd; Oiler, Herman Nelson Heater; Mucking Machine; Oiler, All Except Cranes/Shovels; Pumpman.

Per Diem:
0-75 mi free zone
>75 mi $70/day

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CONSTRUCTION EQUIPMENT OPERATORS GROUP 2

Wage	Benefit
$32.88	$15.15

This group includes but is not limited to:
Air Doctor; Backhoe\Excavator\Shovel, up to and incl. 3 cu. yds; Bit Grinder; Bitunimous Paving Travel Plant; Boring Machine, Large; Broom, Self-Propelled; Concrete Travel Batcher; Concrete Float & Spreader; Concrete Bucket Dispatcher; Concrete Finish Machine; Concrete Conveyor; Distributor; Dozer, Rubber-Tired, Push, & Side Boom; Elevating Grader\Gradall; Field Equipment Serviceman; Front-End Loader, 1 cu. yd up to and incl. 5 cu. yds; Grade Setter; Heavy Duty Drills, All Types; Hoist\Tugger, All; Hydralift Forklifts & Similar; Industrial Locomotive; Motor Patrol (except finish); Mountain Skidder; Oiler, Cranes\Shovels; Pavement Breaker, EMSCO; Power Saw, Self-Propelled; Pugmill; Pumpcrete\Grout Machine; Punch Truck; Roller, other than Asphalt; Roller, Sheepsfoot (Self-Propelled); Roller, 25 tons and over; Ross Carrier; Rotomill, under 6 ft; Trenching Machine; Washing /Screening Plant

Per Diem:
0-75 mi free zone
>75 mi $70/day

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CONSTRUCTION EQUIPMENT OPERATORS GROUP 3

Wage	Benefit
$38.00	$16.35

This group includes but is not limited to:
Asphalt Paving Machine; Asphalt Screed; Backhoe\Excavator\Shovel, over 3 cu. yds; Cableway Highline; Concrete Batch Plant; Concrete Curing Machine; Concrete Pump; Cranes, Creter; Cranes, Electric Overhead; Cranes, 24 tons and under; Curb Machine\Slip Form Paver; Finish Dozer; Front-End Loader, over 5 cu. yds; Mechanic\Welder; Pioneer Dozer; Roller Asphalt (Breakdown & Finish); Rotomill, over 6 ft; Scraper, Single, Twin, or Pulling Belly-Dump; YO-YO Cat Haul Truck, Articulating Trucks, Vac Truck.

Per Diem:
0-75 mi. free zone
>75 mi. $110.00/Day

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CONSTRUCTION EQUIPMENT OPERATORS GROUP 4

Wage	Benefit
$38.00	$16.35

This group includes but is not limited to:
Asphalt\Hot Plant Operator; Cranes, 25 tons up to and incl. 44 tons; Crusher Operator; Finish Motor Patrol; Finish Scraper.

Per Diem:
0-75 mi. free zone
>75 mi. $110.00/Day

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CONSTRUCTION EQUIPMENT OPERATORS GROUP 5

Wage	Benefit
$38.00	$16.35

This group includes but is not limited to:
Cranes, 45 tons up to and incl. 74 tons.

Per Diem:
0-75 mi. free zone
>75 mi. $110.00/Day

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CONSTRUCTION EQUIPMENT OPERATORS GROUP 6

Wage	Benefit
$40.00	$16.35

This group includes but is not limited to:
Cranes, 75 tons up to and incl. 149 tons; Cranes, Whirley (All).

Per Diem:
0-75 mi. free zone
>75 mi. $110.00/Day

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CONSTRUCTION EQUIPMENT OPERATORS GROUP 7

Wage	Benefit
$42.00	$16.35

This group includes but is not limited to:
Cranes, 150 tons up to and incl. 250 tons; Cranes, over 250 tons—add $1.00 for every 100 tons over 250 tons; Crane, Tower (All); Crane Stiff-Leg or Derrick; Helicopter Hoist.

Per Diem:
0-75 mi. free zone
>75 mi. $110.00/Day

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CONSTRUCTION LABORERS GROUP 1/FLAG PERSON FOR TRAFFIC CONTROL

Wage	Benefit
$23.08	$11.82

Zone Pay:
0-30 mi. free zone
>30-60 mi. base pay + $3.05/hr.
>60 mi. base pay + $4.85/hr.

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CONSTRUCTION LABORERS GROUP 2

Wage	Benefit
$26.15	$13.44

This group includes but is not limited to:
General Labor; Asbestos Removal; Burning Bar; Bucket Man; Carpenter Tender; Caisson Worker; Cement Mason Tender; Cement Handler (dry); Chuck Tender; Choker Setter; Concrete Worker; Curb Machine-lay Down; Crusher and Batch Worker; Heater Tender; Fence Erector; Landscape Laborer; Landscaper; Lawn Sprinkler Installer; Pipe Wrapper; Pot Tender; Powderman Tender; Rail and Truck Loaders and Unloaders; Riprapper; Sign Erection; Guardrail and Jersey Rail; Spike Driver; Stake Jumper; Signalman; Tail Hoseman; Tool Checker and Houseman and Traffic Control Worker.

Zone Pay:
0-30 mi. free zone
>30-60 mi. base pay + $3.05/hr.
>60 mi. base pay + $4.85/hr.

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CONSTRUCTION LABORERS GROUP 3

Wage	Benefit
$26.07	$13.44

This group includes but is not limited to:
Concrete Vibrator; Dumpman (Grademan); Equipment Handler; Geotextile and Liners; High-Pressure Nozzleman; Jackhammer (Pavement Breaker) Non-Riding Rollers; Pipelayer; Posthole Digger (Power); Power Driven Wheelbarrow; Rigger; Sandblaster; Sod Cutter-Power and Tamper.

Zone Pay:
0-30 mi. free zone
>30-60 mi. base pay + $3.05/hr.
>60 mi. base pay + $4.85/hr.

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CONSTRUCTION LABORERS GROUP 4

Wage	Benefit
$26.76	$11.82

This group includes but is not limited to:
Hod Carrier***; Water Well Laborer; Blaster; Wagon Driller; Asphalt Raker; Cutting Torch; Grade Setter; High-Scaler; Power Saws (Faller & Concrete);
Powderman; Rock & Core Drill; Track or Truck Mounted Wagon Drill and Welder incl. Air Arc

Zone Pay:
0-30 mi. free zone
>30-60 mi. base pay + $3.05/hr.
>60 mi. base pay + $4.85/hr.

***Hod Carriers will receive the same amount of travel and/or subsistence pay as bricklayers when requested to travel.

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DIVERS

Stand-By	**No Rate Established**
Diving	**No Rate Established**

Depth Pay (Surface Diving)

0-20 ft.	free zone
>20-100 ft.	$2.00 per ft.
>100-150 ft.	$3.00 per ft.
>150-220 ft.	$4.00 per ft.
>220 ft.	$5.00 per ft.

Diving In Enclosures

0-25 ft.	free zone
>25-300 ft.	$1.00 per ft.

Zone Pay:
0-30 mi. free zone
>30-60 mi. base pay + $4.00/hr.
>60 mi. base pay + $6.00/hr.

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DIVER TENDERS

No Rate Established

The tender shall receive 2 hours at the straight time pay rate per shift for dressing and/or undressing a Diver when work is done under hyperbaric conditions.

Zone Pay:
0-30 mi. free zone
>30-60 mi. base pay + $4.00/hr.
>60 mi. base pay + $6.00/hr.

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ELECTRICIANS

Wage	Benefit
$38.86	$17.84

Travel:
No mileage due when traveling in employer's vehicle.

The following travel allowance is applicable when traveling in employee's vehicle:

0-18 mi. free zone
>18-60 mi. federal mileage rate/mi.

Per Diem
District 4
>60 mi. $80.00/day
Per Diem in Big Sky and West Yellowstone $125/day.

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INSULATION WORKERS - MECHANICAL (HEAT AND FROST)

No Rate Established

Duties Include:
Insulate pipes, ductwork or other mechanical systems.

Travel:
0-30 mi. free zone
>30-40 mi. $25.00/day
>40-50 mi. $35.00/day
>50-60 mi. $45.00/day
>60 mi. $130.00/day plus

- $0.56/mi. if transportation is not provided.
- $0.20/mi. if in company vehicle.

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IRONWORKERS – REINFORCING IRON AND REBAR WORKERS

Wage	Benefit
$34.83	$28.07

Duties Include:
Structural steel erection; assemble prefabricated metal buildings; cut, bend, tie, and place rebar; energy producing windmill type towers; metal bleacher seating; handrail fabrication and ornamental steel.

Travel:
All Districts
0-45 mi. free zone
>45-85 mi. $100.00/day
>85 mi. $150.00/day

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IRONWORKERS – STRUCTURAL IRON AND STEEL WORKERS

Wage	Benefit
$34.83	$28.07

Duties Include:
Structural steel erection; assemble prefabricated metal buildings; cut, bend, tie, and place rebar; energy producing windmill type towers; metal bleacher seating; handrail fabrication and ornamental steel.

Travel:
All Districts
0-45 mi. free zone
>45-85 mi. $100.00/day
>85 mi. $150.00/day

LINE CONSTRUCTION – EQUIPMENT OPERATORS

No Rate Established

Duties Include:
All work on substations

Travel:
No Free Zone
$60.00/day

↑ Back to Table of Contents

LINE CONSTRUCTION – GROUNDMAN

Wage	Benefit
$29.09	$8.36

Duties Include:
All work on substations

Travel:
No Free Zone
$60.00/day

↑ Back to Table of Contents

LINE CONSTRUCTION – LINEMAN

Wage	Benefit
$52.11	$18.75

Duties Include:
All work on substations

Travel:
No Free Zone
$60.00/day

↑ Back to Table of Contents

MILLWRIGHTS

Wage	Benefit
$45.26	$21.25

Zone Pay:
0-30 mi. free zone
>30-60 mi. base pay + $4.00/hr.
>60 mi. base pay + $6.00/hr.

↑ Back to Table of Contents

PAINTERS

Wage	Benefit
$25.00	No Rate Established

Travel and Per Diem:
No travel or per diem established.

↑ Back to Table of Contents

PILE BUCKS

Wage	Benefit
$36.49	$14.33

Zone Pay:
0-30 mi. free zone
>30-60 mi. base pay + $4.00/hr.
>60 mi. base pay + $6.00/hr.

Duties Include:
Set up crane; set up hammer; weld tips on piles; set leads; insure piles are driven straight with the use of level or plum bob. Give direction to crane operator as to speed, and direction of swing. Cut piles to grade.

↑ Back to Table of Contents

PLUMBERS, PIPEFITTERS, AND STEAMFITTERS

Wage	Benefit
$45.60	$21.26

Travel:
District 4
0-70 free zone
>70 mi.

- On jobs when employees do not work consecutive days: $0.55/mi. if employer doesn't provide transportation. Not to exceed two trips.
- On jobs when employees work any number of consecutive days: $110.00/day.

Duties Include:
Assemble, install, alter, and repair pipe-lines or pipe systems that carry water, steam, air, other liquids or gases. Testing of piping systems, commissioning and retro-commissioning. Workers in this occupation may also install heating and cooling equipment and mechanical control systems.

↑ Back to Table of Contents

SPRINKLER FITTERS

No Rate Established

Duties Include:
Duties Include but not limited to any and all fire protection systems: Installation, dismantling, inspection, testing, maintenance, repairs, adjustments, and corrections of all fire protection and fire control systems, including both overhead and underground water mains, all piping, fire hydrants, standpipes, air lines, tanks, and pumps used in connection with sprinkler and alarm systems.

Travel

The following travel allowance is applicable when traveling in employee's vehicle.

0-60 mi. free zone
>60-80 mi. $23.00/day
>80-100 mi. $33.00/day
>100 mi. $125.00/day + the IRS rate per mile and $8.92 for every 15 miles traveled for one trip out and one trip back

No travel allowance required when in employer's vehicle except when staying the night.
>100 mi. $125.00/day

↑ Back to Table of Contents

TRUCK DRIVERS

	No Rate Established	
	Wage	**Benefit**
Pilot Car Driver		
Truck Driver	$31.28	$9.37

Truck drivers include but are not limited to:
Combination Truck and Concrete Mixer and Transit Mixer; Dry Batch Trucks; Distributor Driver; Dumpman; Dump Trucks and similar equipment; Dumpster; Flat Trucks; Lumber Carriers; Lowboys; Pickup; Powder Truck Driver; Power Boom; Serviceman; Service Truck/Fuel Truck/Tireperson; Truck Mechanic; Trucks with Power Equipment; Warehouseman, Partsman, Cardex and Warehouse Expeditor; Water Trucks.

Zone Pay:
All Districts
0-30 mi. free zone
>30-60 mi. base pay + $3.05/hr.
>60 mi. base pay + .$4.85/hr.

Special Provision:
Zone pay only applies to the Truck Driver classification. No zone pay was established for Pilot Car Driver.

↑ Back to Table of Contents

SECTION 00910

SPECIAL PROVISIONS

1.1 FORMAT

The specifications for this project include by reference the following two documents. Although they are not printed in this Project Manual, they are still made part of these Contract Documents and the Contractor must comply with any and all such regulations, unless modified herein.

Document	*Available From*
Montana Public Works Standard Specifications (MPWSS) Sixth Edition, April 2010 For the purposes of this contract, all references to "Owner" in MPWSS shall refer to Dick Anderson Construction	Montana Contractors Association 1717 11th Avenue PO Box 4519 Helena, MT 59604 406-442-4162
City of Billings Standard Modifications to MPWSS Sixth Edition, January 2021 For the purposes of this contract, all references to "Owner" shall refer to Dick Anderson Construction.	City of Billings Public Works Department Engineering Division 2224 Montana Avenue Billings, MT 59101 406-657-8231 *– or online at –* https://www.billingsmtpublicworks.gov/DocumentCenter/View/105/Standard-Mods-January-2021-PDF

1.2 SUMMARY OF WORK

The primary scope of the project is to excavate 500,000 cubic yards of material from the City of Billings property and haul it to the adjacent Knife River property. The material only needs to be deposited on Knife River property in the fill locations shown on the drawings per Knife River's direction. Knife River will spread the material out and compact it. The Fill Material Delivery Contractor will clear the City's property and Knife River will clear their own property.

1.3 COORDINATION WITH OTHER CONTRACTS

Currently the dewatering trenches and waterline berm shown on the drawings are being constructed and will be completed prior to the Fill Material Delivery project starting. Therefore, grading shown for these items may not be exact on the drawings.

A contractor yet to be determined will be installing a 36-inch ductile iron treated waterline in the waterline berm. This project is estimated to begin the beginning of November 2025 and run through April 2026. The project is planned to start from the north and continue south across Hesper Road to the water plant currently under construction. The Waterline Contractor will have the right-of-way for continuous installation of the waterline as it relates to coordination with the Fill Material Delivery project. The Waterline Contractor will provide a minimum 14-day notice to the Fill Material Delivery Contractor of impacts to established haul routes. The Waterline Contractor will backfill the pipe trench with flowable fill at haul road crossings as designated by the Fill Material Delivery Contractor. The Fill Material Delivery Contractor will need to reestablish haul roads (if needed) after the waterline is installed through a haul road. The Fill Material Delivery Contractor will also need to provide protection for the waterline at any equipment crossings after the waterline is installed. Any damage to the waterline from haul road construction traffic will be the responsibility of the Fill Material Delivery Contractor.

Knife River will be spreading out and compacting the fill material once its placed by the Fill Material Delivery Contractor on Knife River's property. Knife River will be clearing the fill areas and will provide direction as to the location for the material to be deposited. The anticipated sequence is to start along Hesper Road at the west end of the Knife River and then move east. Once the limits of the fill area are reached along Hesper Road, fill will continue north.

1.4 MEASUREMENT AND PAYMENT

General: Refer to the City of Billings Standard Modifications, Section 00900, Article 3 for general measurement and payment requirements.

Bid Item Description and Measurement and Payment:
This section, in general, describes the bid items included in the Bid Schedule. The description of bid items is provided for clarity purposes only. It is not intended to replace, supersede, or preclude any information in the plans and specifications. Unless specified otherwise, all lump sum bid items will be paid as a percentage of actual work complete. Percent complete will be based on the schedule of values submitted by the contractor and approved by the Engineer. The schedule of values will break down the lump sum Bid Items into discrete work activities beyond the breakdown shown on the Bid Schedule. The schedule of values must be submitted and approved by the Engineer before the Contractor can request payment for work under this Contract. General descriptions of the project Bid Items are provided below:

Bid Schedule I West End Reservoir Fill Material Delivery

Bid Item No. I-1: Mobilization/Demobilization, LS:
This lump sum Bid Item includes all work/costs associated with Mobilization/Demobilization as defined per City of Billings Standard Modifications, Section 00900 Part 4.

Measurement and Payment for this item shall be per City of Billings Standard Modifications, Section 00900, Part 4.

Bid Item No. I-2: Taxes, Bonds, and Insurance, LS:
This lump sum Bid Item includes all work/costs associated with any and all state, local, and federal taxes, all required bonds associated with the project, and all insurance required per the contract.

Measurement and Payment for this item shall be per City of Billings Standard Modifications, Section 00900, Part 5.

Bid Item No. I-3: General Conditions, LS:
This lump sum Bid Item includes all work/costs associated with: coordination; scheduling; quality control; construction facilities and temporary controls; safety at the site; environmental quality control; final cleanup and contract closeout; and other home office related project work.

Measurement and Payment for this item shall follow the same rate as defined for mobilization/demobilization, reference City of Billings Standard Modifications, Section 00900, Part 4.

Bid Item No. I-4: Borrow Area Clearing, LS:
This unit price Bid Item includes all work/costs associated with clearing operations within the defined limits of the borrow area. Clearing is defined as the removal of trees, stumps, brush, heavy surface organics, foreign materials, and all surface debris over 1 ft. in diameter. Cleared material shall be stockpiled in the northeast corner of the site, in the location as identified on the drawings.

Measurement and Payment for this item shall be as a percentage of the total borrow area cleared.

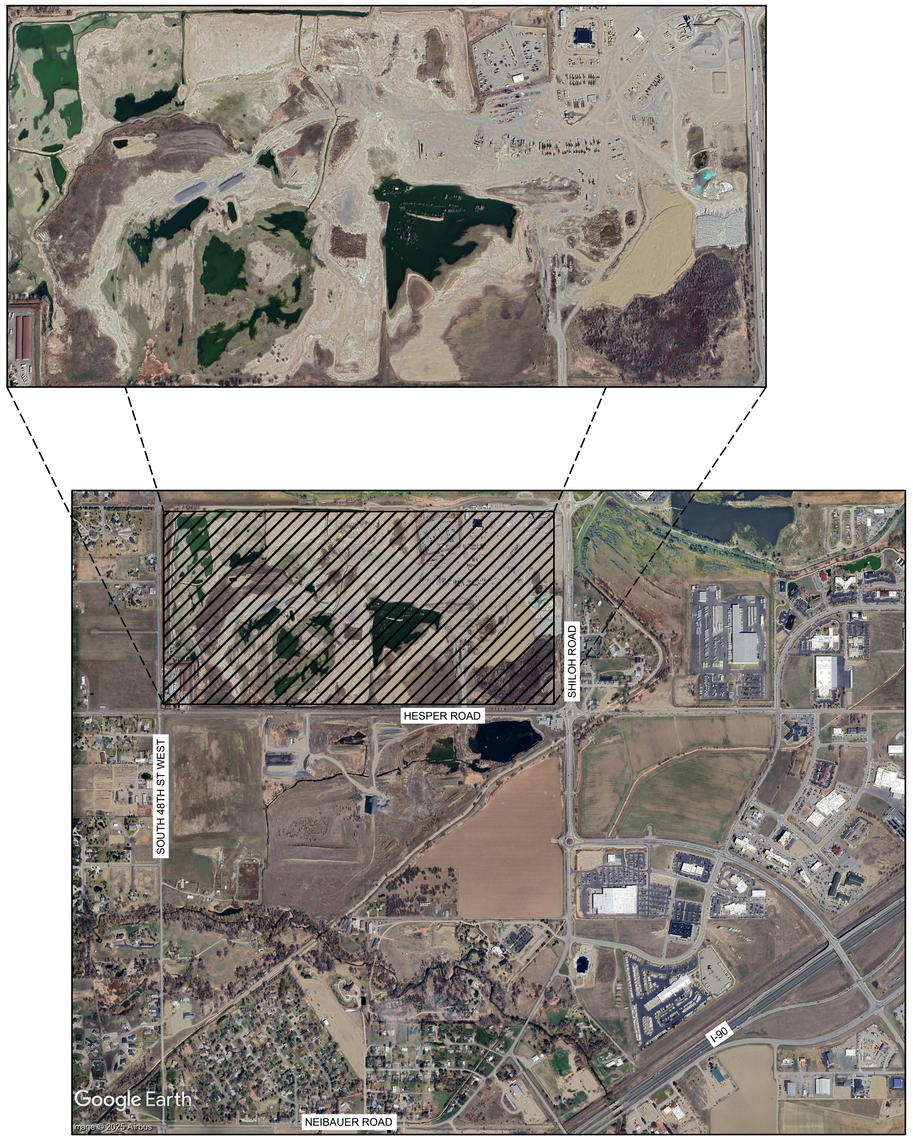
Bid Item No. I-5: Fill Material, CY:
This unit price Bid Item includes all work/costs associated with the excavation, loading, hauling, and depositing of fill material from the areas shown on the plans to the adjacent property as shown. Material shall be delivered to the adjacent property, to any location within the defined boundary as shown on the plans, as designated by the landowner. The landowner intends to further spread and compact the delivered fill material, in the event landowner is unable to do so, Contractor shall stockpile fill material at a location within the defined boundary as designated by the landowner. Also included in this bid item is the establishment and maintenance of all haul routes required for the Contractor to complete the work. Compliance under Dick Anderson CM/GC previously established Stormwater Pollution Prevention Plan including but not limited to tracking all slopes after creation, ancillary erosion control and restoration, and dust control throughout the work site.

Measurement and Payment for this item shall be paid for at the contract unit price per cubic yard for the actual measured volume of material excavated, transported, and deposited. Price and payment is full compensation for all labor, tools, equipment, and other incidentals necessary to complete the work as described above. Intermittent progress payments will be per an agreed to approximation between Owner, Engineer and Contractor, of the amount of material moved in the payment period. Final payment and reconciliation of quantities shall be measured from a third-party pre and post survey of the property from which the material is removed, total quantity shall be calculated through engineering software to confirm the total quantity of fill material delivered.

Bid Item No. I-6: Zone 3 Waterline/Dewatering Trench Crossing(s), LS:
This lump sum Bid Item includes all work/costs associated with contractor's means and methods to provide protection to the existing Zone 3 Waterline routed North/South along the east edge of the City of Billings Property and filling in the existing Dewatering Trench West of the waterline. Contractor shall be responsible for providing crossings of adequate width and number to facilitate their chosen haul routes. Waterline crossings must be of adequate design to prevent damage to the existing pipeline from the contractor's chosen haul equipment. Dewatering trench crossings can be constructed from onsite material, however the necessary material will not be considered part of the fill material quantity bid item.

Measurement and payment for this item shall be as a percentage of the total number of needed crossings installed per the Contractor's schedule of values.

END OF SECTION



Contract Drawings For

WEST END WATER FACILITY
W.O. 19-12

Reservoir
Fill Material Delivery

ISSUE FOR BID

Project No. 10126753
Billings, MT

Date: March 2025

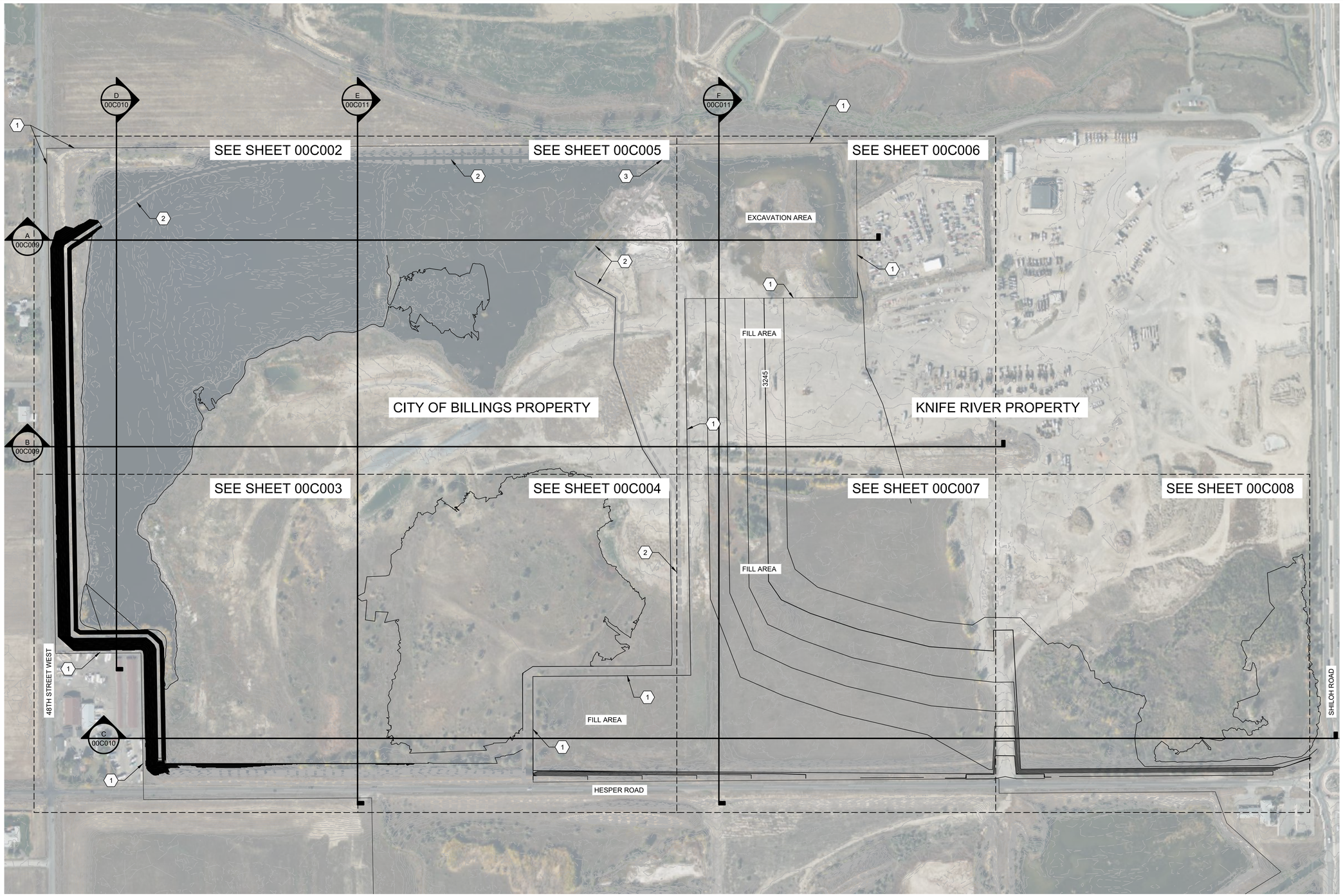
SHEET INDEX

00G000	COVER SHEET & SHEET INDEX
00C001	OVERALL SITE PLAN
00C002	ENLARGED PLAN 1
00C003	ENLARGED PLAN 2
00C004	ENLARGED PLAN 3
00C005	ENLARGED PLAN 4
00C006	ENLARGED PLAN 5
00C007	ENLARGED PLAN 6
00C008	ENLARGED PLAN 7
00C009	OVERALL SECTIONS 1
00C010	OVERALL SECTIONS 2
00C011	ENLARGED SECTIONS 1
00C012	ENLARGED SECTIONS 2
00C013	ENLARGED SECTIONS 3
00C014	ENLARGED SECTIONS 4

MONTANA
CRAIG E. HABBEN
14504PE
LICENSED
PROFESSIONAL ENGINEER

THIS DRAWING SET HAS BEEN TRANSMITTED WITH A COMPUTER GENERATED SEAL AND SIGNATURE. THE WET SIGNED AND DATED SET OF DRAWINGS IS ON FILE IN THE HDR-BILLINGS MT OFFICE, 970 SOUTH 29TH STREET WEST, BILLINGS MT 59102.

CRAIG HABBEN
Project Manager
HDR Engineering, Inc.



GENERAL NOTES:

1. THE PRIMARY CUT AREAS ARE SHOWN. HOWEVER A MINIMUM OF 6 INCHES OF CUT IS TO BE COMPLETED OVER MOST OF THE CITY PROPERTY. THE CONSTRUCTION SEQUENCE WILL BE TO COMPLETE THE CUT ALL ALONG THE WEST SIDE OF THE CITY PROPERTY, CUT 6 INCHES OVER MOST OF THE CITY PROPERTY AS DIRECTED BY THE ENGINEER, AND THEN CUT THE REMAINING PORTION OF THE 500,000 CUBIC YARDS FROM THE CENTRAL TO EAST PORTION OF THE SITE. THERE IS NO SIGNIFICANT FILL ON CITY PROPERTY.
2. AS DIRECTED BY THE ENGINEER, SOME CHANNELS WILL BE CUT TO FACILITATE SITE DRAINAGE. THE CUT MATERIAL WILL BE PART OF THE 500,000 CUBIC YARDS.
3. DO NOT EXPOSE SHALE. IF SHALE IS ENCOUNTERED, STOP WORK IN THAT AREA AND INFORM ENGINEER.
4. WATERLINE BERM AND DEWATERING TRENCH INFORMATION IS APPROXIMATE AS CONSTRUCTION OF THESE ITEMS IS OCCURRING AT TIME OF ADVERTISEMENT.
5. EXCAVATION/BORROW AREA TO BE CLEARED BY FILL PROJECT CONTRACTOR. FILL AREA WILL BE CLEARED BY OTHER CONTRACTOR.
6. CONTRACTOR STAGING AREA CAN BE ANYWHERE ON CITY PROPERTY.
7. CONTRACTOR IS RESPONSIBLE FOR ESTABLISHING AND MAINTAINING ALL HAUL ROADS.
8. SEE SPECIAL PROVISIONS SPECIFICATION FOR COORDINATION WITH OTHER CONTRACTS.

KEYNOTES: (X)

1. CITY PROPERTY LINE.
2. EXISTING DEWATERING TRENCH.
3. DEWATERING PUMP CAISSON. AVOID IMMEDIATE AREA AROUND PUMP.

N

200 0 200 400
SCALE IN FEET

ISSUE	DATE	DESCRIPTION
	MARCH 2025	ISSUE FOR BID

PROJECT MANAGER	C. HABBEN
CIVIL	C. HABBEN
PROJECT NUMBER	10126753

MONTANA CRAIG E. HABBEN 14504PE LICENSED PROFESSIONAL ENGINEER

CITY OF BILLINGS PUBLIC WORKS ENGINEERING

West End Water Facility
City of Billings, MT
W.O. 19-12

RESERVOIR
FILL MATERIAL DELIVERY

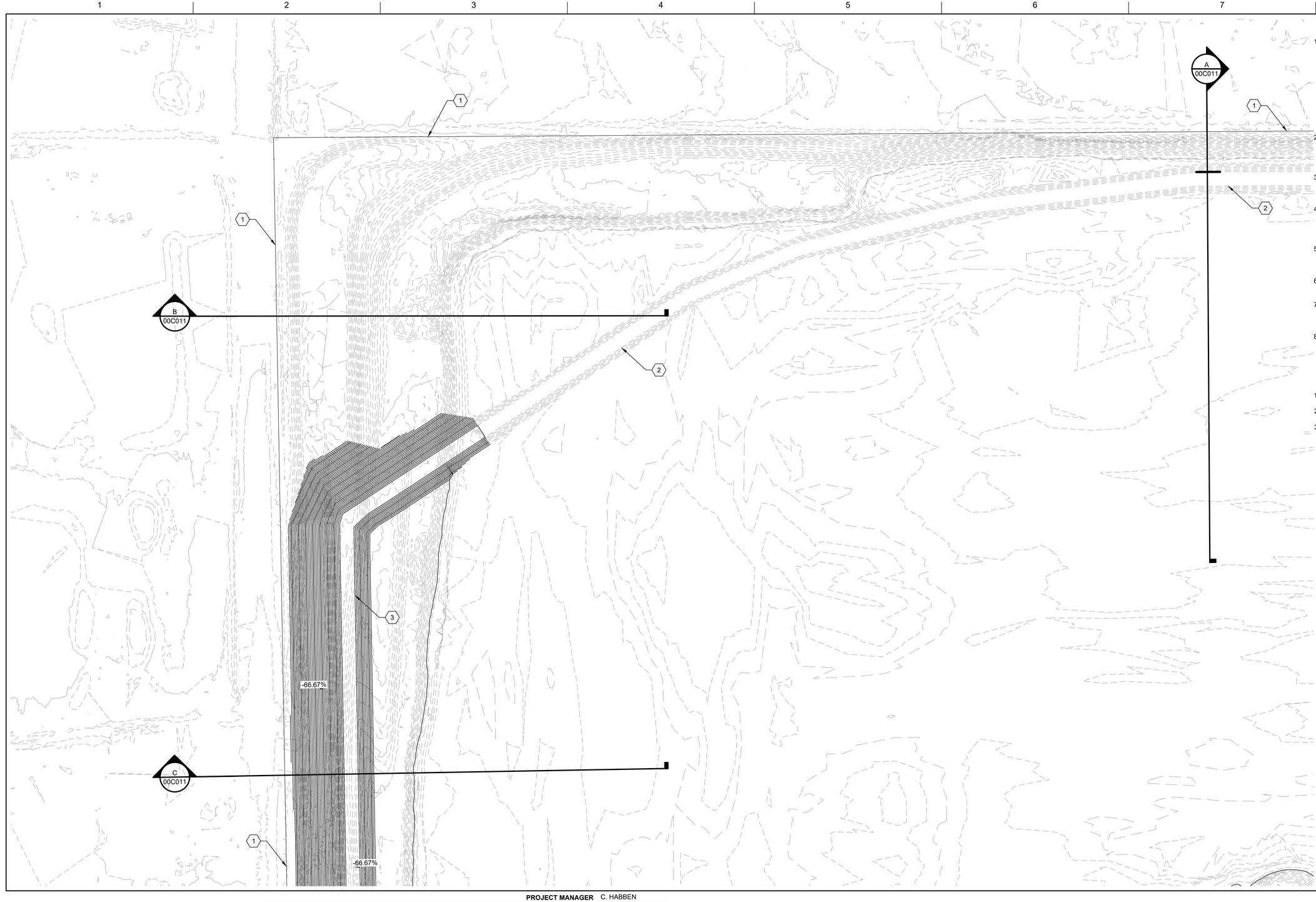
CIVIL

OVERALL SITE PLAN

0 1" 2"
AT FULL SCALE BAR MEASURES 2"
SCALE ACCORDINGLY

SHEET NAME
00C001.dwg

SHEET NUMBER
00C001



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3. PROPOSED DEWATERING TRENCH.

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PROJECT MANAGER	C. HABBEN
CIVIL	C. HABBEN
PROJECT NUMBER	10126753

MONTANA
CRAIG E. HABBEN
14504PE
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PROFESSIONAL ENGINEER

CITY OF BILLINGS PUBLIC WORKS ENGINEERING

West End Water Facility
City of Billings, MT
W.O. 19-12

RESERVOIR
FILL MATERIAL DELIVERY

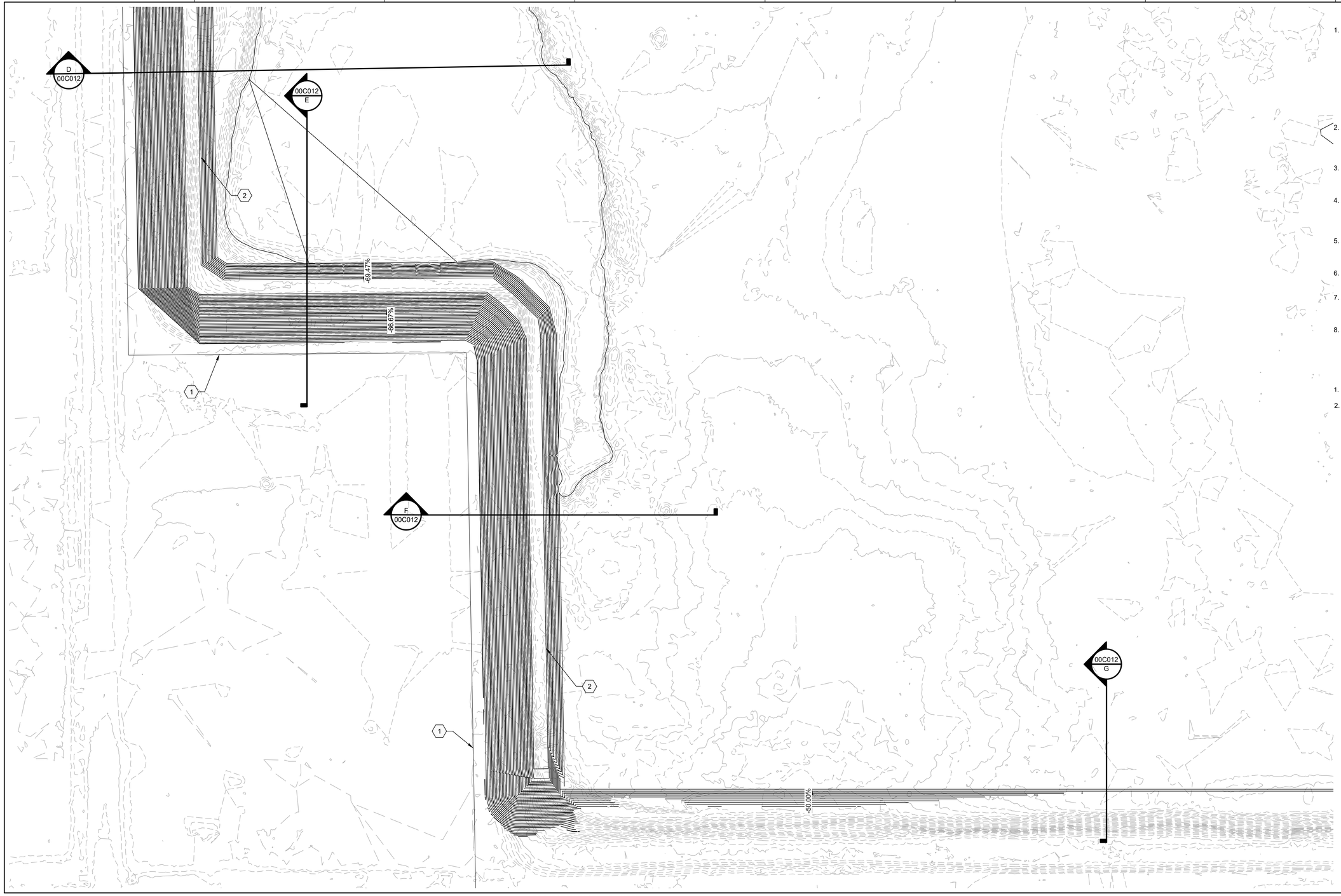
CIVIL

ENLARGED PLAN 1

0 1" 2"
AT FULL SCALE BAR MEASURES 2"
SCALE ACCORDINGLY

SHEET NAME
00C002.dwg

SHEET NUMBER
00C002



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KEYNOTES: (X)

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2. PROPOSED DEWATERING TRENCH.

ISSUE	DATE	DESCRIPTION
	MARCH 2025	ISSUE FOR BID

PROJECT MANAGER	C. HABBEN
CIVIL	C. HABBEN
PROJECT NUMBER	10126753

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CITY OF BILLINGS PUBLIC WORKS ENGINEERING

West End Water Facility
City of Billings, MT
W.O. 19-12

RESERVOIR
FILL MATERIAL DELIVERY

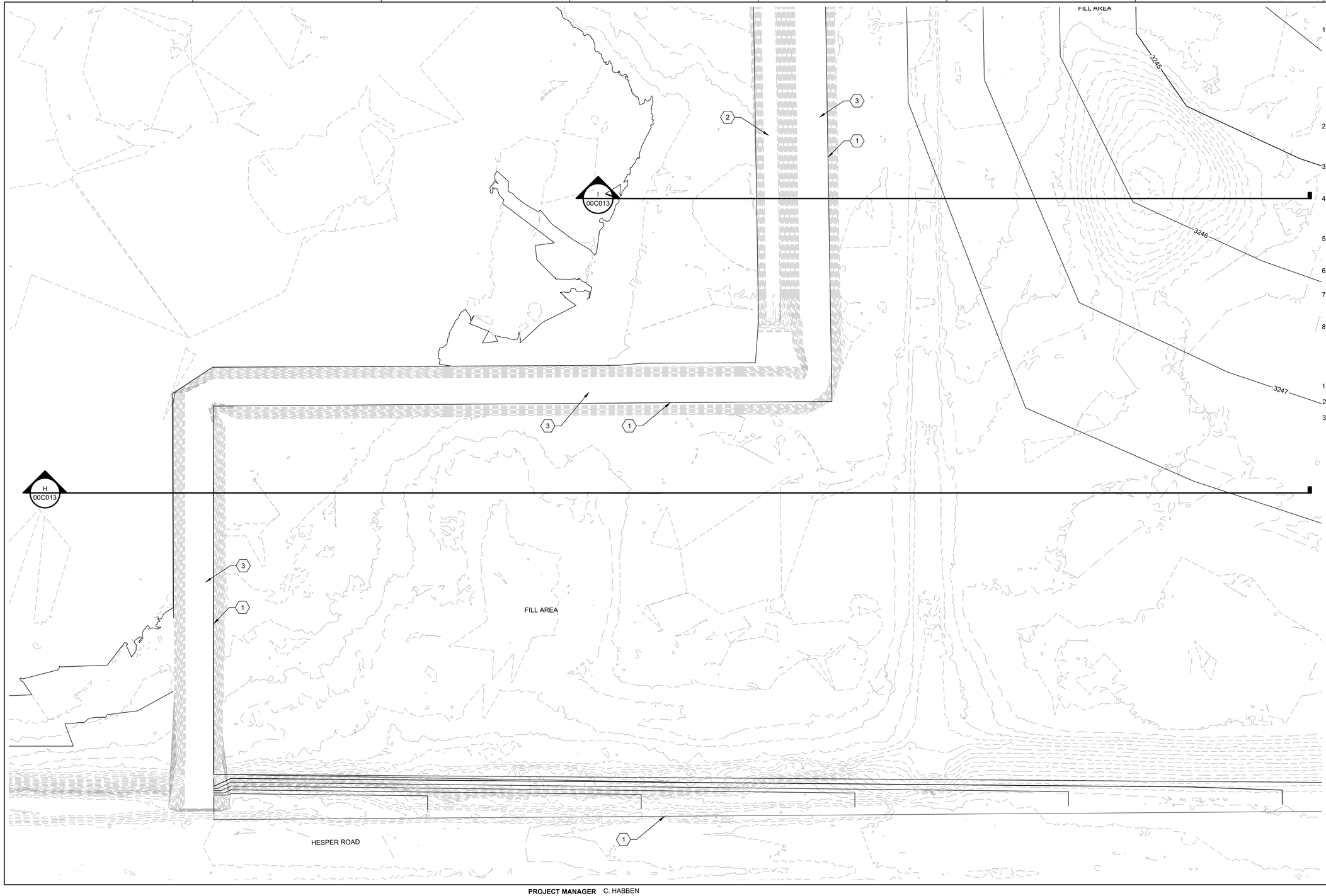
CIVIL

ENLARGED PLAN 2

0 1" 2"
AT FULL SCALE BAR MEASURES 2"
SCALE ACCORDINGLY

SHEET NAME
00C003.dwg

SHEET NUMBER
00C003



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KEYNOTES: (X)

1. CITY PROPERTY LINE.
2. EXISTING DEWATERING TRENCH.
3. EXISTING WATERLINE BERM.

N

50' 0' 50' 100'

SCALE IN FEET

ISSUE	DATE	DESCRIPTION
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CIVIL	C. HABBEN
PROJECT NUMBER	10126753

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CITY OF BILLINGS PUBLIC WORKS ENGINEERING

West End Water Facility
City of Billings, MT
W.O. 19-12

RESERVOIR
FILL MATERIAL DELIVERY

CIVIL

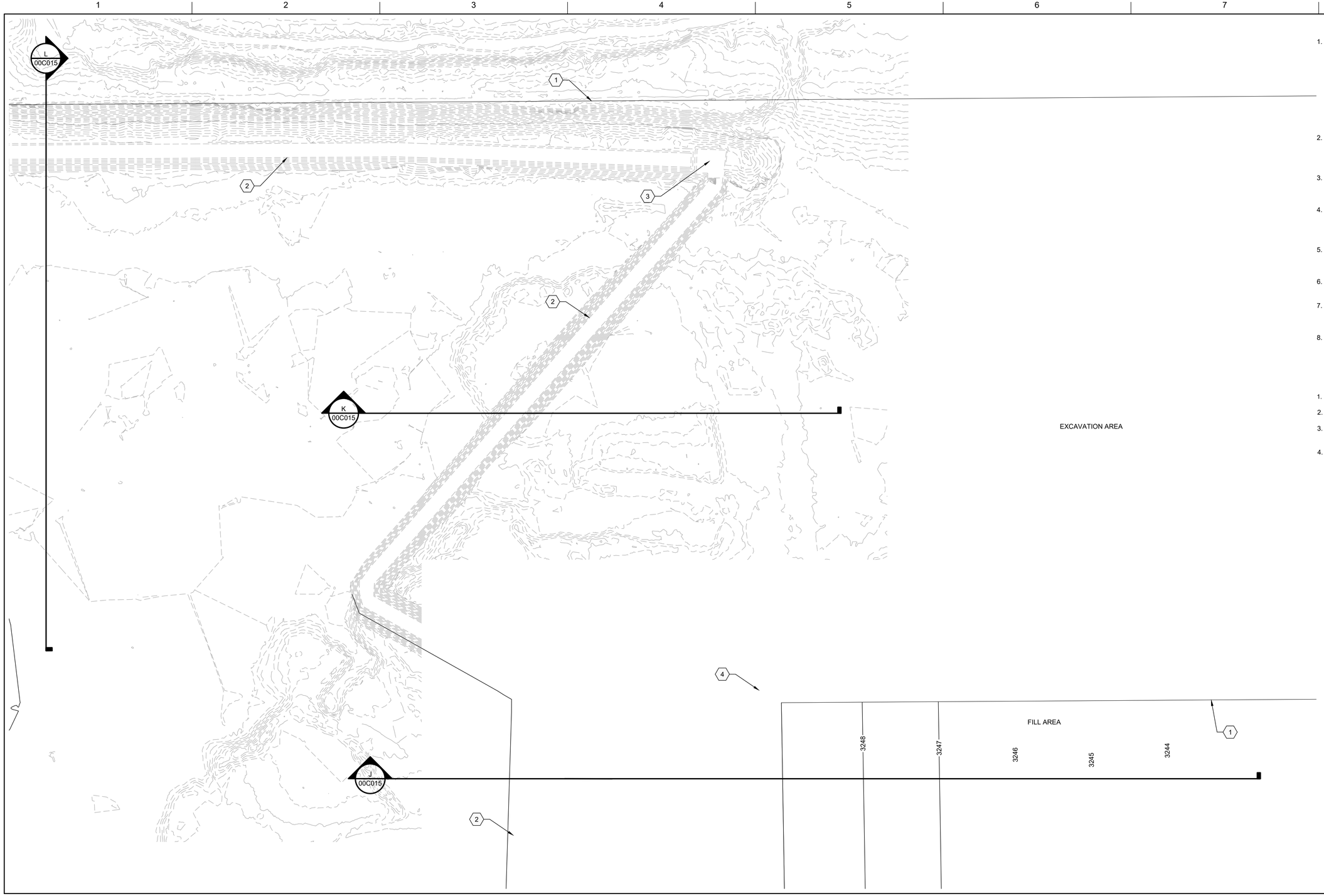
ENLARGED PLAN 3

0 1" 2"

AT FULL SCALE BAR MEASURES 2"
SCALE ACCORDINGLY

SHEET NAME
00C004.dwg

SHEET NUMBER
00C004



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KEYNOTES: (X)

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2. EXISTING DEWATERING TRENCH.
3. DEWATERING PUMP CAISSON. AVOID IMMEDIATE AREA AROUND PUMP.
4. EXISTING WATERLINE BERM.

ISSUE	DATE	DESCRIPTION
	MARCH 2025	ISSUE FOR BID

PROJECT MANAGER	C. HABBEN
CIVIL	C. HABBEN
PROJECT NUMBER	10126753

MONTANA
CRAIG E. HABBEN
14504PE
LICENSED
PROFESSIONAL ENGINEER

CITY OF BILLINGS PUBLIC WORKS ENGINEERING

West End Water Facility
City of Billings, MT
W.O. 19-12

RESERVOIR
FILL MATERIAL DELIVERY

CIVIL

ENLARGED PLAN 4

0 1" 2"
AT FULL SCALE BAR MEASURES 2"
SCALE ACCORDINGLY

SHEET NAME
00C005.dwg

SHEET NUMBER
00C005



KEYNOTES: (X)

1. CITY PROPERTY LINE.
2. EXISTING DEWATERING TRENCH.
3. DEWATERING PUMP CAISSON. AVOID IMMEDIATE AREA AROUND PUMP.
4. EXISTING WATERLINE BERM.

N

50' 0' 50' 100'

SCALE IN FEET

ISSUE	DATE	DESCRIPTION
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CIVIL	C. HABBEN
PROJECT NUMBER	10126753

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14504PE
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PROFESSIONAL ENGINEER

CITY OF BILLINGS PUBLIC WORKS ENGINEERING

West End Water Facility
City of Billings, MT
W.O. 19-12

RESERVOIR
FILL MATERIAL DELIVERY

CIVIL

ENLARGED PLAN 5

0 1" 2"

AT FULL SCALE BAR MEASURES 2"
SCALE ACCORDINGLY

SHEET NAME
00C006.dwg

SHEET NUMBER
00C006



KEYNOTES: (X)

1. CITY PROPERTY LINE.
2. EXISTING DEWATERING TRENCH.
3. EXISTING WATERLINE BERM.

N

50' 0' 50' 100'

SCALE IN FEET

ISSUE	DATE	DESCRIPTION
	MARCH 2025	ISSUE FOR BID

PROJECT MANAGER	C. HABBEN
CIVIL	C. HABBEN
PROJECT NUMBER	10126753

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CITY OF BILLINGS
PUBLIC WORKS
ENGINEERING

West End Water Facility
City of Billings, MT
W.O. 19-12

RESERVOIR
FILL MATERIAL DELIVERY

CIVIL

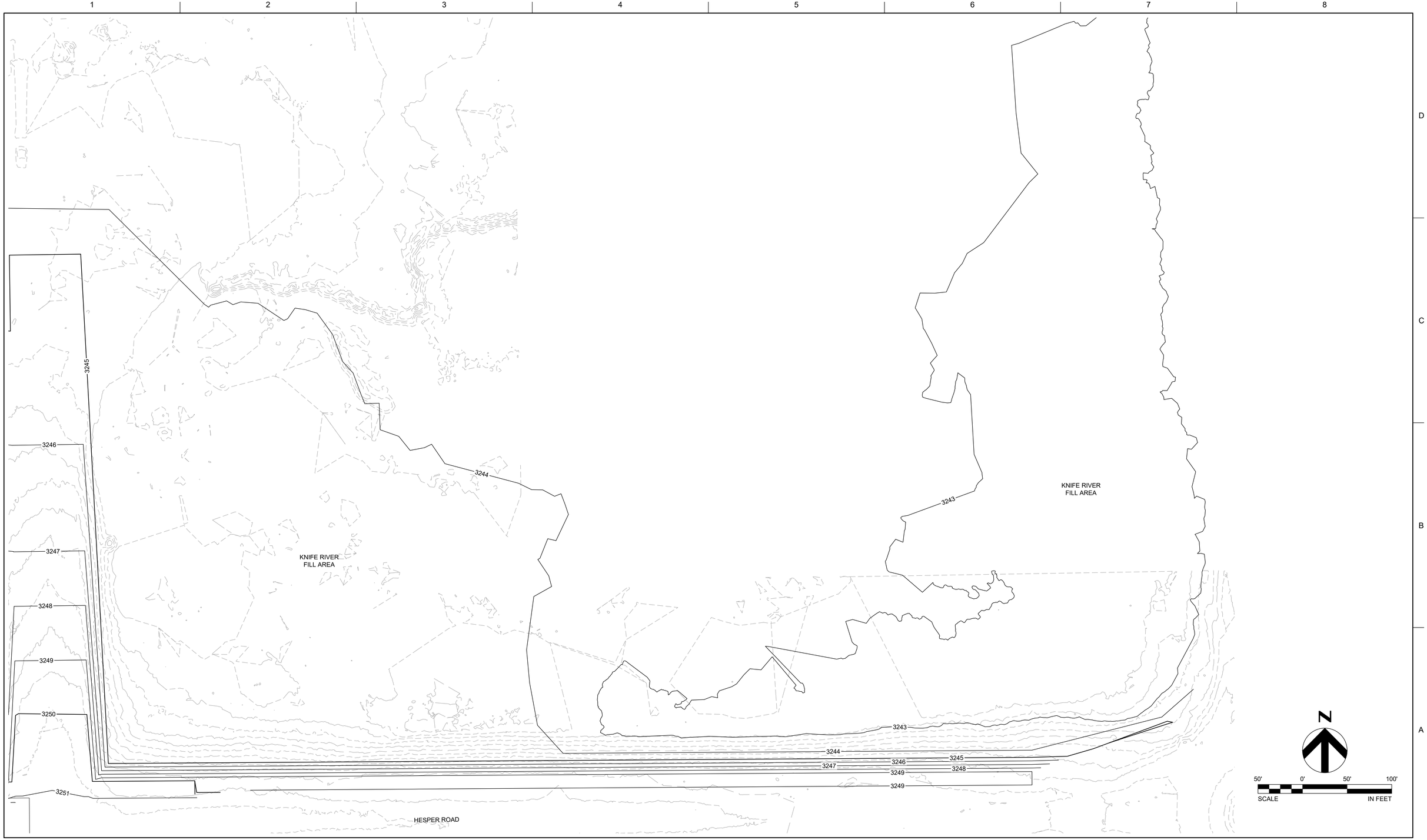
ENLARGED PLAN 6

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AT FULL SCALE BAR MEASURES 2"
SCALE ACCORDINGLY

SHEET NAME
00C007.dwg

SHEET NUMBER
00C007



ISSUE	DATE	DESCRIPTION
	MARCH 2025	ISSUE FOR BID

PROJECT MANAGER	C. HABBEN
CIVIL	C. HABBEN
PROJECT NUMBER	10126753

MONTANA
CRAIG E. HABBEN
14504PE
LICENSED
PROFESSIONAL ENGINEER

CITY OF BILLINGS
PUBLIC WORKS
ENGINEERING

West End Water Facility
City of Billings, MT
W.O. 19-12

RESERVOIR
FILL MATERIAL DELIVERY

CIVIL

ENLARGED PLAN 7

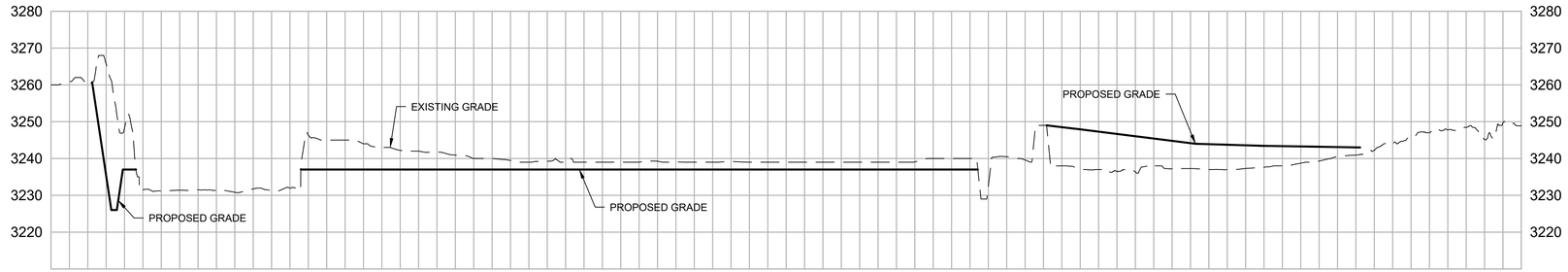
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SCALE ACCORDINGLY

SHEET NAME
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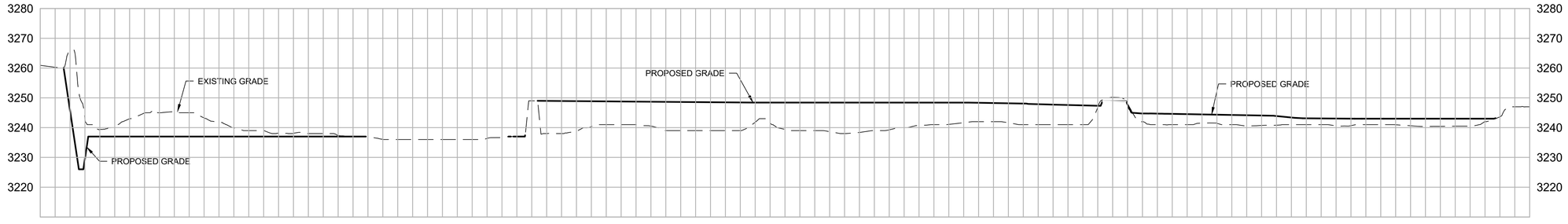
SHEET NUMBER
00C008



A 00C001 SECTION



B 00C001 SECTION



C 00C001 SECTION

200' 0' 200' 400'
HORIZONTAL SCALE IN FEET

20 0' 20 40
VERTICAL SCALE IN FEET

ISSUE	DATE	DESCRIPTION
	MARCH 2025	ISSUE FOR BID

PROJECT MANAGER	C. HABBEN
CIVIL	C. HABBEN
PROJECT NUMBER	10126753

MONTANA CRAIG E. HABBEN 14504PE LICENSED PROFESSIONAL ENGINEER

CITY OF BILLINGS PUBLIC WORKS ENGINEERING

West End Water Facility
City of Billings, MT
W.O. 19-12

RESERVOIR
FILL MATERIAL DELIVERY

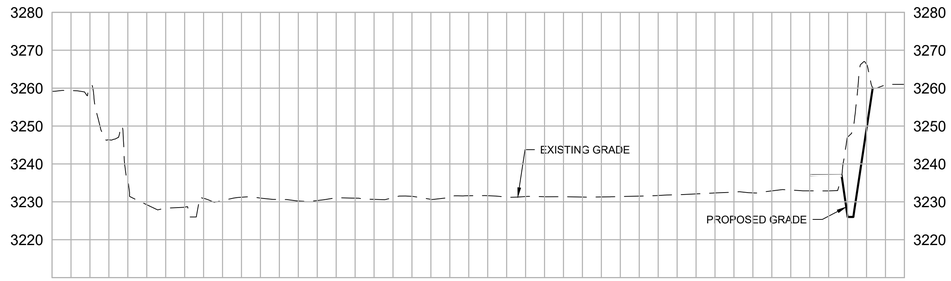
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OVERALL SECTIONS 1

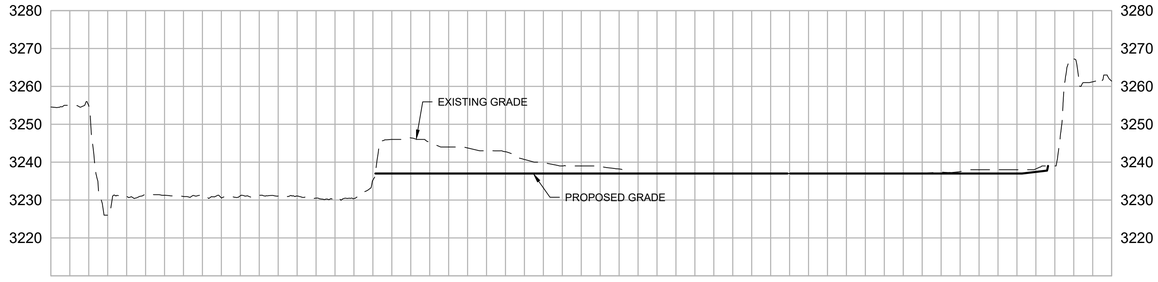
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SCALE ACCORDINGLY

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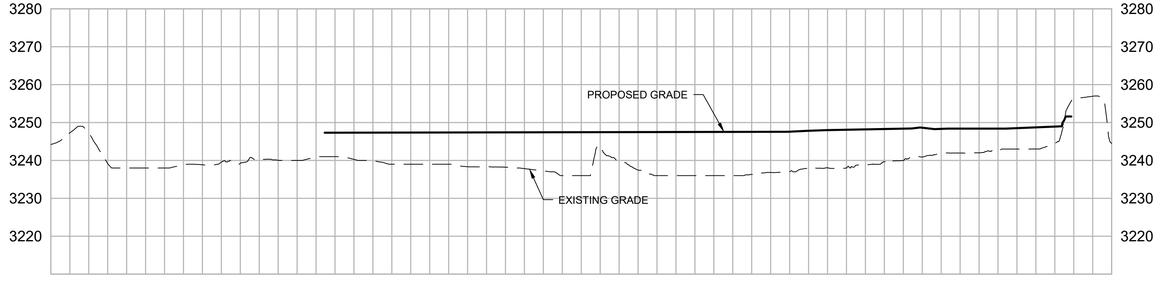
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D 00C001 SECTION



E 00C001 SECTION



F 00C001 SECTION

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SCALE IN FEET
20 0' 20 40
VERTICAL SCALE IN FEET

ISSUE	DATE	DESCRIPTION
	MARCH 2025	ISSUE FOR BID

PROJECT MANAGER	C. HABBEN
CIVIL	C. HABBEN
PROJECT NUMBER	10126753

MONTANA CRAIG E. HABBEN 14504PE LICENSED PROFESSIONAL ENGINEER

CITY OF BILLINGS PUBLIC WORKS ENGINEERING

West End Water Facility
City of Billings, MT
W.O. 19-12

RESERVOIR
FILL MATERIAL DELIVERY

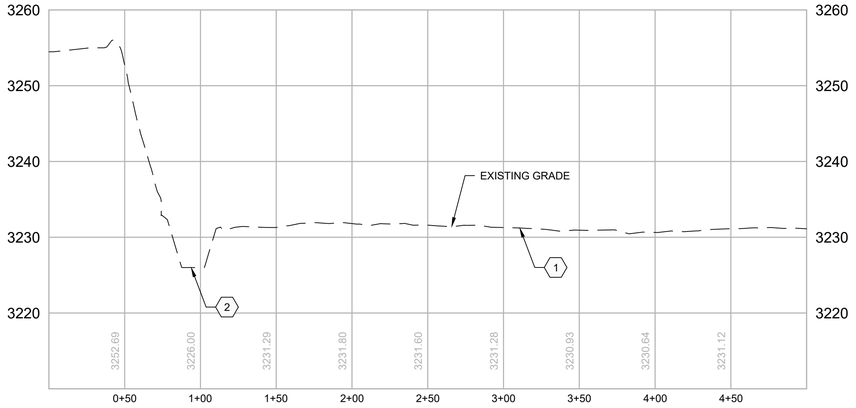
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OVERALL SECTIONS 2

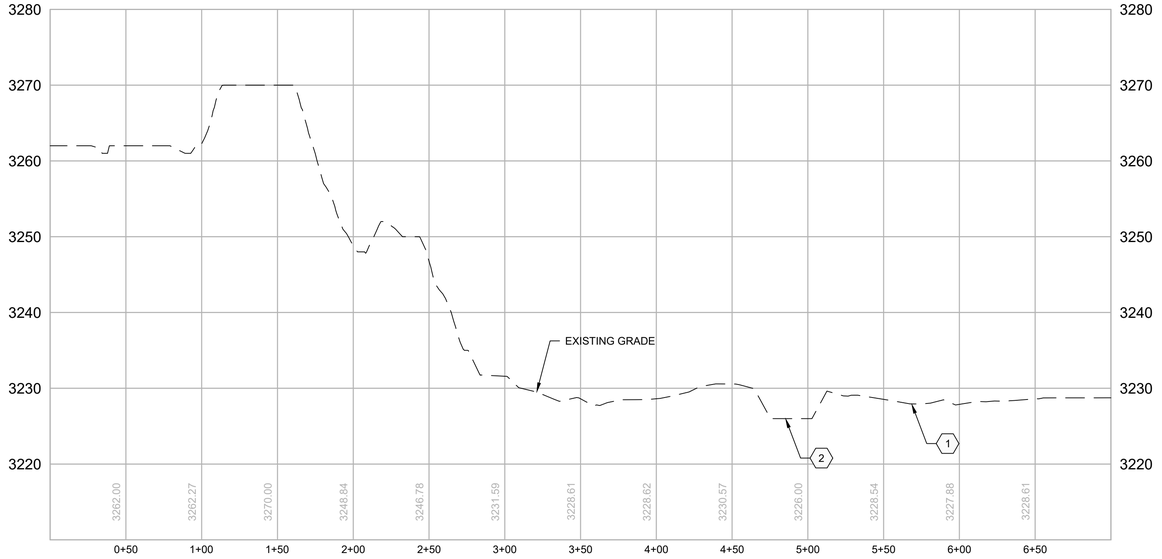
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SCALE ACCORDINGLY

SHEET NAME
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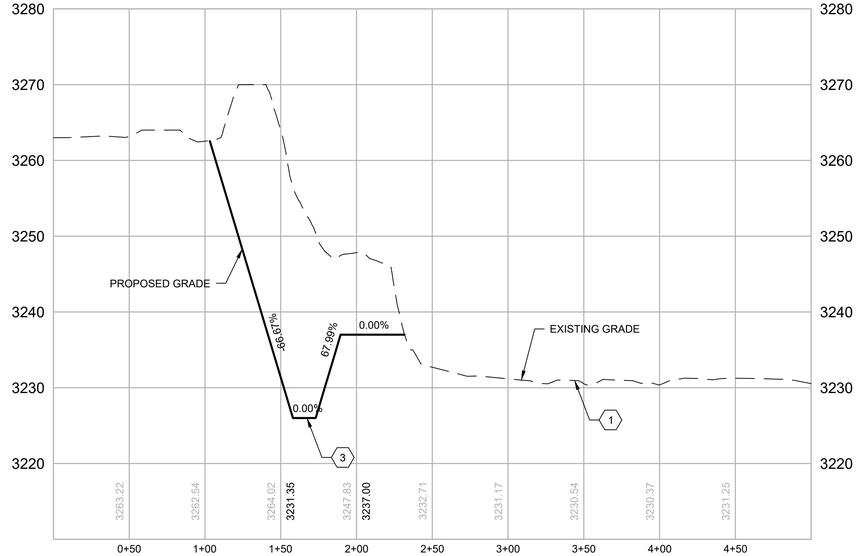
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A SECTION 00C002



B SECTION 00C002



C SECTION 00C002

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2. EXISTING DEWATERING TRENCH.
3. PROPOSED BOTTOM OF DEWATERING TRENCH - 3236.0
4. TOP OF WATERLINE BERM.
5. BOTOOM OF EXISTING DEWATERING TRENCH - 3229.0.

50' 0' 50' 100'
SCALE IN FEET
10 0' 10 20
VERTICAL SCALE IN FEET

ISSUE	DATE	DESCRIPTION
	MARCH 2025	ISSUE FOR BID

PROJECT MANAGER	C. HABBEN
CIVIL	C. HABBEN
PROJECT NUMBER	10126753

MONTANA
CRAIG E. HABBEN
14504PE
LICENSED
PROFESSIONAL ENGINEER

CITY OF BILLINGS PUBLIC WORKS ENGINEERING

West End Water Facility
City of Billings, MT
W.O. 19-12

RESERVOIR
FILL MATERIAL DELIVERY

CIVIL

ENLARGED SECTIONS 1

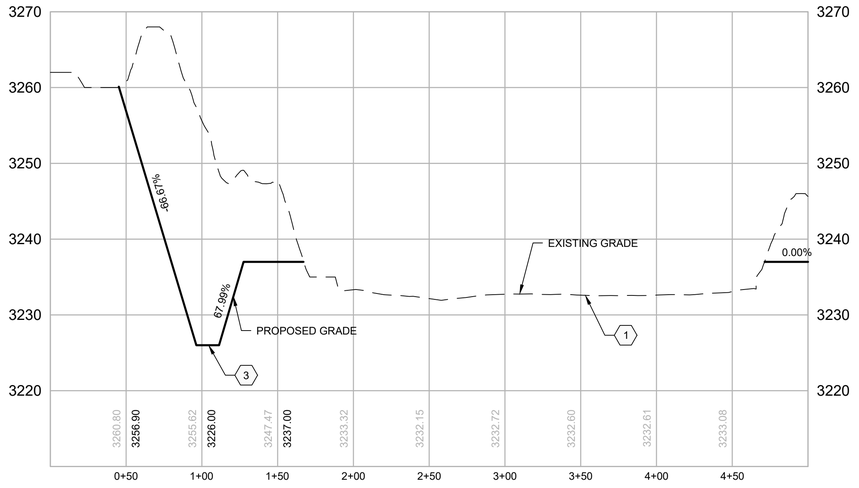
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SCALE ACCORDINGLY

SHEET NAME
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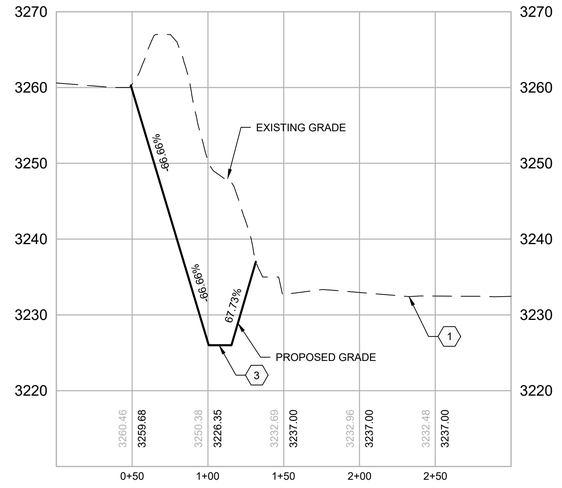
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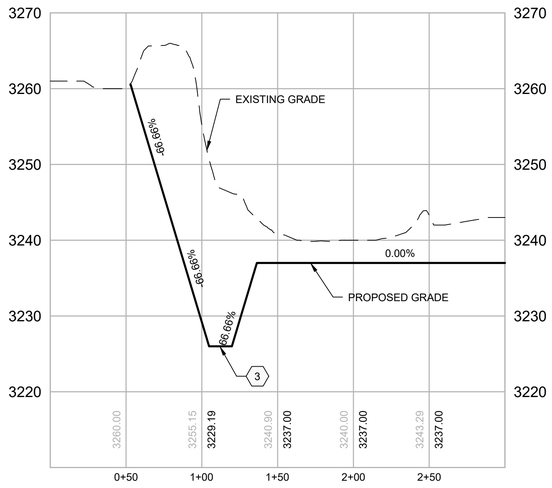
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2. EXISTING DEWATERING TRENCH.
3. PROPOSED BOTTOM OF DEWATERING TRENCH - 3236.0
4. TOP OF WATERLINE BERM.
5. BOTOOM OF EXISTING DEWATERING TRENCH - 3229.0.



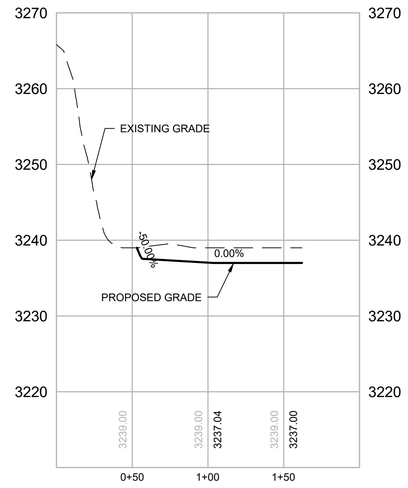
D 00C003 SECTION



E 00C003 SECTION



F 00C003 SECTION



G 00C003 SECTION

SCALE 50' 0' 50' 100' IN FEET

VERTICAL SCALE 10 0' 10 20 IN FEET

ISSUE	DATE	DESCRIPTION
	MARCH 2025	ISSUE FOR BID

PROJECT MANAGER	C. HABBEN
CIVIL	C. HABBEN
PROJECT NUMBER	10126753

MONTANA CRAIG E. HABBEN 14504PE LICENSED PROFESSIONAL ENGINEER

CITY OF BILLINGS PUBLIC WORKS ENGINEERING

West End Water Facility
City of Billings, MT
W.O. 19-12

RESERVOIR
FILL MATERIAL DELIVERY

CIVIL

ENLARGED SECTIONS 2

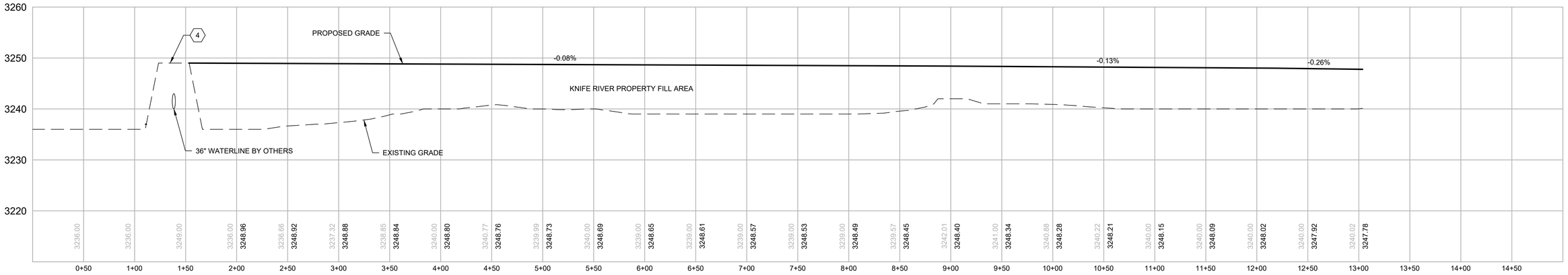
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SCALE ACCORDINGLY

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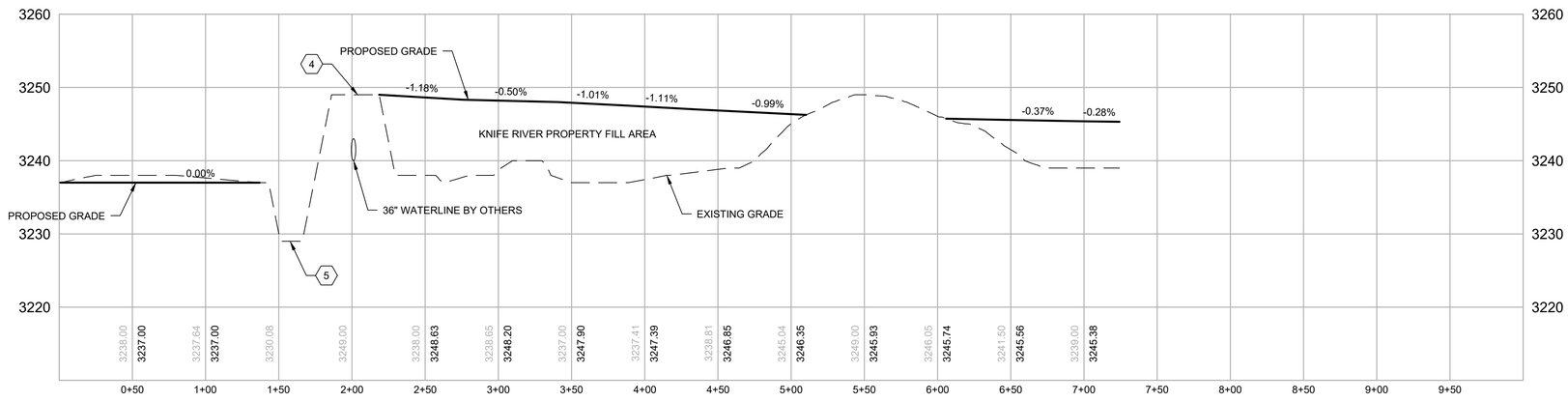
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4. TOP OF WATERLINE BERM.
5. BOTOOM OF EXISTING DEWATERING TRENCH - 3229.0.



H 00C004 SECTION



I 00C004 SECTION

50' 0' 50' 100'
SCALE IN FEET

10 0' 10 20
VERTICAL SCALE IN FEET

ISSUE	DATE	DESCRIPTION
	MARCH 2025	ISSUE FOR BID

PROJECT MANAGER	C. HABBEN
CIVIL	C. HABBEN
PROJECT NUMBER	10126753

MONTANA CRAIG E. HABBEN 14504PE LICENSED PROFESSIONAL ENGINEER

CITY OF BILLINGS PUBLIC WORKS ENGINEERING

West End Water Facility
City of Billings, MT
W.O. 19-12

RESERVOIR
FILL MATERIAL DELIVERY

CIVIL

ENLARGED SECTIONS 3

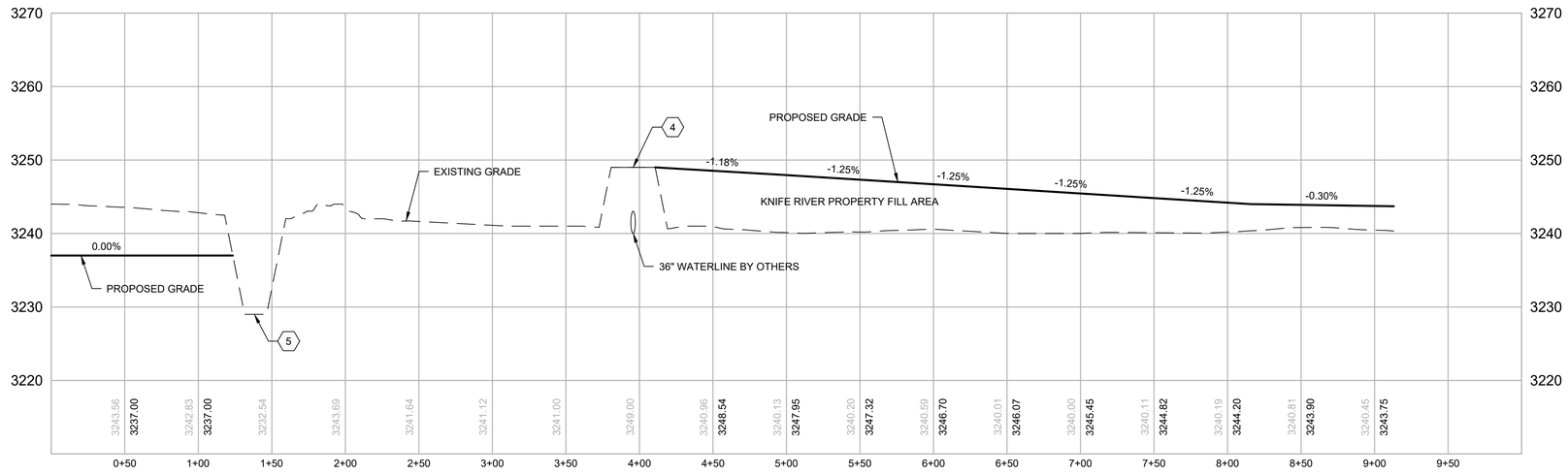
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SCALE ACCORDINGLY

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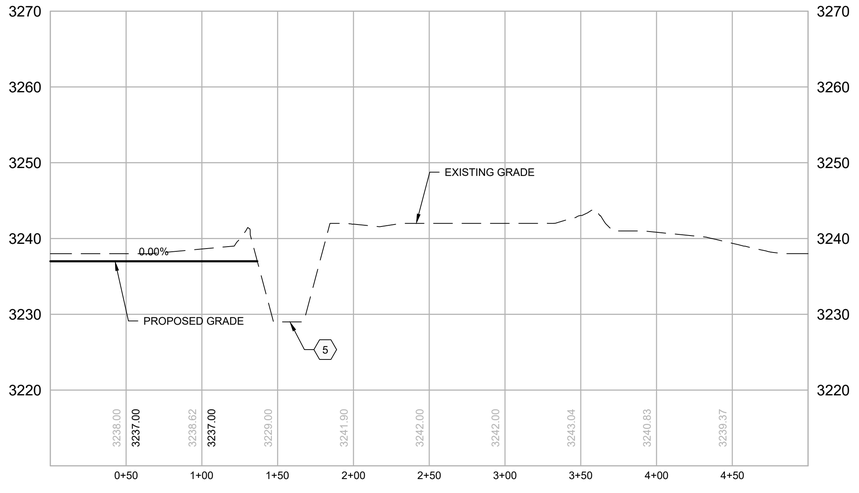
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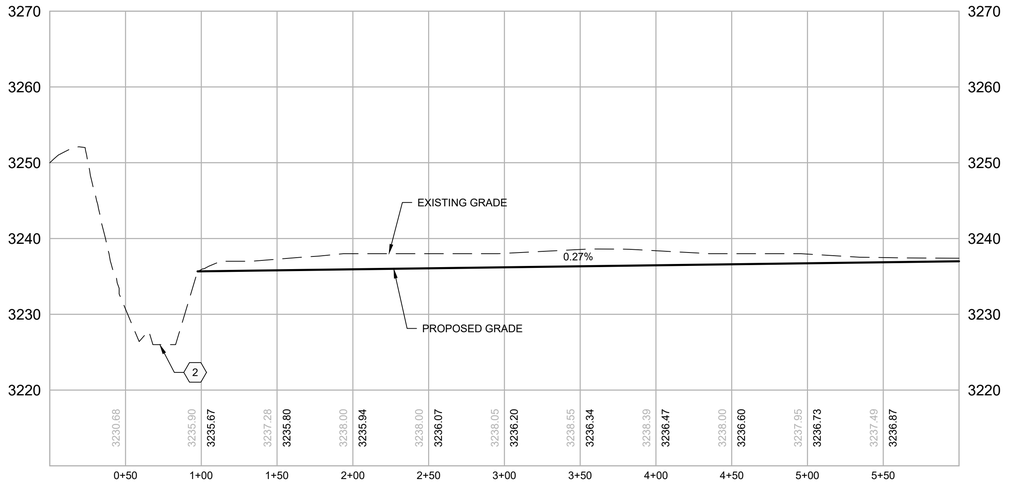
1. PROVIDE NOMINALLY 6 INCHES OF CUT.
2. EXISTING DEWATERING TRENCH.
3. PROPOSED BOTTOM OF DEWATERING TRENCH - 3236.0
4. TOP OF WATERLINE BERM.
5. BOTOOM OF EXISTING DEWATERING TRENCH - 3229.0.



J 00C005 SECTION



K 00C005 SECTION



L 00C005 SECTION

SCALE 50' 0' 50' 100' IN FEET

VERTICAL SCALE 10 0' 10 20 IN FEET

ISSUE	DATE	DESCRIPTION
	MARCH 2025	ISSUE FOR BID

PROJECT MANAGER	C. HABBEN
CIVIL	C. HABBEN
PROJECT NUMBER	10126753

MONTANA CRAIG E. HABBEN 14504PE LICENSED PROFESSIONAL ENGINEER

CITY OF BILLINGS PUBLIC WORKS ENGINEERING

West End Water Facility
City of Billings, MT
W.O. 19-12

RESERVOIR
FILL MATERIAL DELIVERY

CIVIL

ENLARGED SECTIONS 4

0 1" 2"
AT FULL SCALE BAR MEASURES 2"
SCALE ACCORDINGLY

SHEET NAME: 00C014.dwg

SHEET NUMBER: **00C014**

Exhibit F

Real Property Project Design Depiction

See attached.

EXHIBIT F: DESIGN DEPICTION

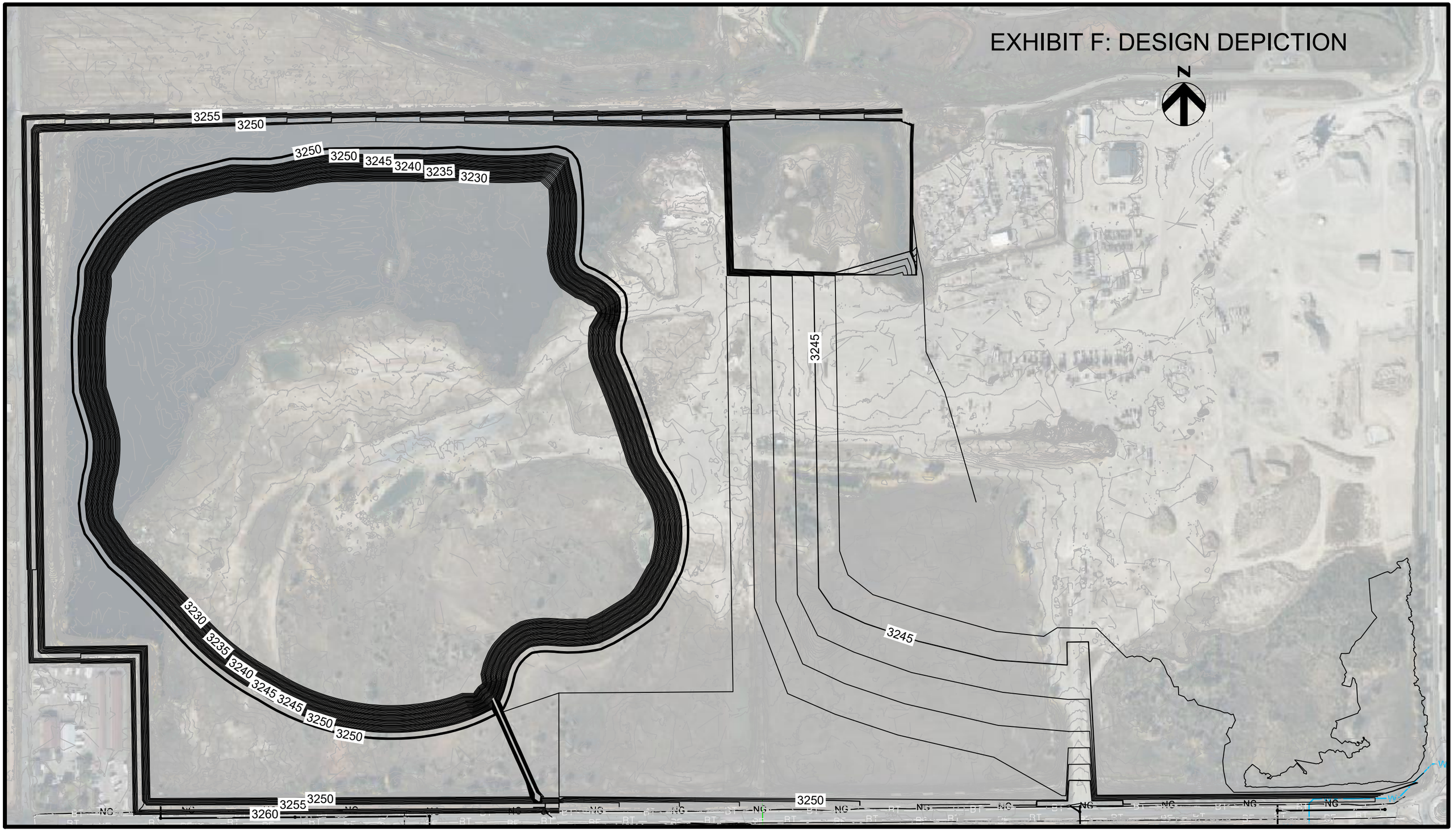


Exhibit G

Default Location to Dump Fill Material



EXHIBIT G
Default Location to Dump Fill Material

Exhibit H

Insurance Requirements

Insurance. City and its contractor(s) and agents(s) (collectively referred to herein as "Contractor" for purposes of these insurance requirements and this Exhibit H) shall obtain, at its own expense, from reliable insurance carriers satisfactory to the Knife River ("Owner") and authorized to do business in the state where the work for the WER Contract ("Work') is to be performed, the following applicable insurance policies indicated below, with limits not less than those specified:

1. Worker's Compensation insurance complying with the law of the state(s) in which any work under this Mutual Release and Settlement Agreement is to be performed, whether or not required by such laws to maintain such insurance.

    - If a State Fund is to evidence the Workers' Compensation coverage, an endorsement or policy providing stop gap coverage in place of Employer's Liability is acceptable.

    - No waivers of workers compensation insurance by independent contractors will be accepted.

2. Commercial General Liability insurance with a combined single limit for bodily injury and property damage of $1,500,000 each occurrence and general products liability aggregate of $2,000,000 each, or established statutory tort limits of $750,000 per claim and $1,500,000 per occurrence as provided by a self-insurance pool insuring counties, cities, or towns, as authorized under § 2-9-211, MCA, covering all obligations or operations to be performed under this Mutual Release and Settlement Agreement. Policy shall include two years completed operations coverage, no modifications that reduce the standard coverage provided under a commercial liability form, and delete railroad exclusions from contractual section or definition section of insured contract.

3. Commercial Automobile Liability insurance with a combined single limit for bodily injury and property damage of $1,500,000 each occurrence or established statutory tort limits of $750,000 per claim and $1,500,000 per occurrence as provided by a self-insurance pool insuring counties, cities, or towns, as authorized under § 2-9-211, MCA, to include coverage for all owned, non -owned, and hired vehicles.

4. If applicable, Contractor's Pollution Liability insurance, $1,500,000 each occurrence. This policy shall protect against the actual or alleged liability and costs arising from the sudden and accidental release of pollutants or hazardous materials arising from the Contractor's Work.

5. Commercial Umbrella Liability/Excess Liability insurance providing coverage in excess of the limits specified above (except Workers Compensation) with limits of

not less than $5,000,000 per occurrence. If the City performs the work without use of a contractor, this provision is waived per § 2-9-108, MCA.

General Insurance Provisions.

1. Any and all deductibles/self-insured retentions in the above-described insurance policies shall be assumed by, for the account of, and at the sole risk of the Contractor.

2. Any insurance on a "claims made" basis shall provide at least a one year extended reporting period if coverage is cancelled or non-renewed following termination of the WER Contract.

3. The "explosion," "collapse," and "underground" exclusions shall be removed from the liability insurance policies.

4. Cancellation of policies providing coverage herein, as it affects the interest of the Owner, shall be effective only after written notice is received by the Owner thirty (30) days in advance of any such cancellation, except if such cancellation is due to failure to pay premiums in which case 10 days' prior written notice of cancellation is given to said Owner.

5. Upon execution of the WER Contract and prior to commencing Work, the Contractor shall deliver to the Owner certificates in a form satisfactory evidencing the existence of insurance as provided for above and, except with regard to Worker's Compensation and Professional Liability Insurance, naming the Owner as an additional insured. Contractor will resubmit updated certificates prior to the expiration date of any required insurance.

6. All of the above-described insurance policies, together with all other insurance policies now owned or purchased hereunder, shall contain provisions that the insurance carriers will have no right of recovery or subrogation against Owner or any of its subsidiaries or affiliated companies and Contractor does hereby waive its right of recovery against Owner where allowed by law. If the City performs the work without use of a contractor, this provision is waived. (Per section n17.13 of the Liability Memorandum of Coverage a Covered Party (city) shall do nothing to prejudice the Authority’s rights of recovery).

7. Irrespective of the requirements as to insurance to be carried, the insolvency, bankruptcy or failure of any such insurance carrier providing insurance, or failure of any such insurance carrier to pay claims occurring, shall not be held to waive any of the provisions hereof.

8. Further, compliance by the Contractor with the insurance requirements set forth herein shall not relieve the Contractor from liability for amounts in excess of the limits of insurance. If the City performs the work without use of a contractor, this provision is waived per § 2-9-108, MCA.

9. Contractor shall require all of its subcontractors to fully comply with these insurance provisions, name the Owner as an additional insured, and all to be endorsed with a waiver of subrogation in favor of Owner.

10. Owner shall not insure nor be responsible for any loss or damage to equipment or property of any kind owned or leased by the Contractor or its subcontractors, employees, servants, or agents.

Exhibit I
Copy of Permit MTR000424

DEQ
Montana Department of Environmental Quality

March 27, 2023

David Resch
JTL GROUP INC
PO BOX 80066
Billings, MT 59108

RE: Authorization MTR000424 under the Montana Pollutant Discharge Elimination System (MPDES) Multi-Sector General Permit for Storm Water Discharges Associated with Industrial Activity (MSGP)

Dear David Resch:

JTL GROUP INC is authorized at HESPER NORTH PIT, MTR000424, by the Montana Department of Environmental Quality (DEQ) to discharge under the Multi-Sector General Permit for Storm Water Discharges Associated with Industrial Activity at the discharge location (Outfalls) listed below.

Outfall	Location Latitude, Longitude	State Water Body	Facility Subsector	Benchmark Monitoring Required	Indicator Monitoring Required
001	45.7476700,-108.617940	HOGANS SLOUGH: HOGANS SLOUGH	E2	Yes	No
002	45.7477239,-108.622760	HOGANS SLOUGH: Hogans SLough	E2	Yes	No

Please read the MSGP to ensure you understand how to comply with the conditions. Keep a copy of this authorization letter, the facility's Storm Water Pollution Prevention Plan (SWPPP), and a copy of the 2022-issued MSGP on site at all times. Coverage under the MSGP remains in effect until the expiration on **January 31, 2028**, or the owner/operator submits a Notice of Termination (NOT). Annual fees continue to accrue until DEQ receives a NOT and annual fees are invoiced to the owner/operator in arrears. Permittees must submit DMRs electronically via NetDMR at https://usepa.servicenowservices.com/oeca_icis?id=netdmr_homepage please contact Gina Self at (406) 444-5388 if you need assistance.

Thank you for your efforts in protecting Montana state waters. If you have any questions or concerns, please contact the Water Protection Bureau at (406) 444-5546 as soon as possible.

Sincerely,

Eric Sivers, Acting Bureau Chief
Water Protection Bureau

Exhibit J
SWMM Requirement Waivers

See attached.

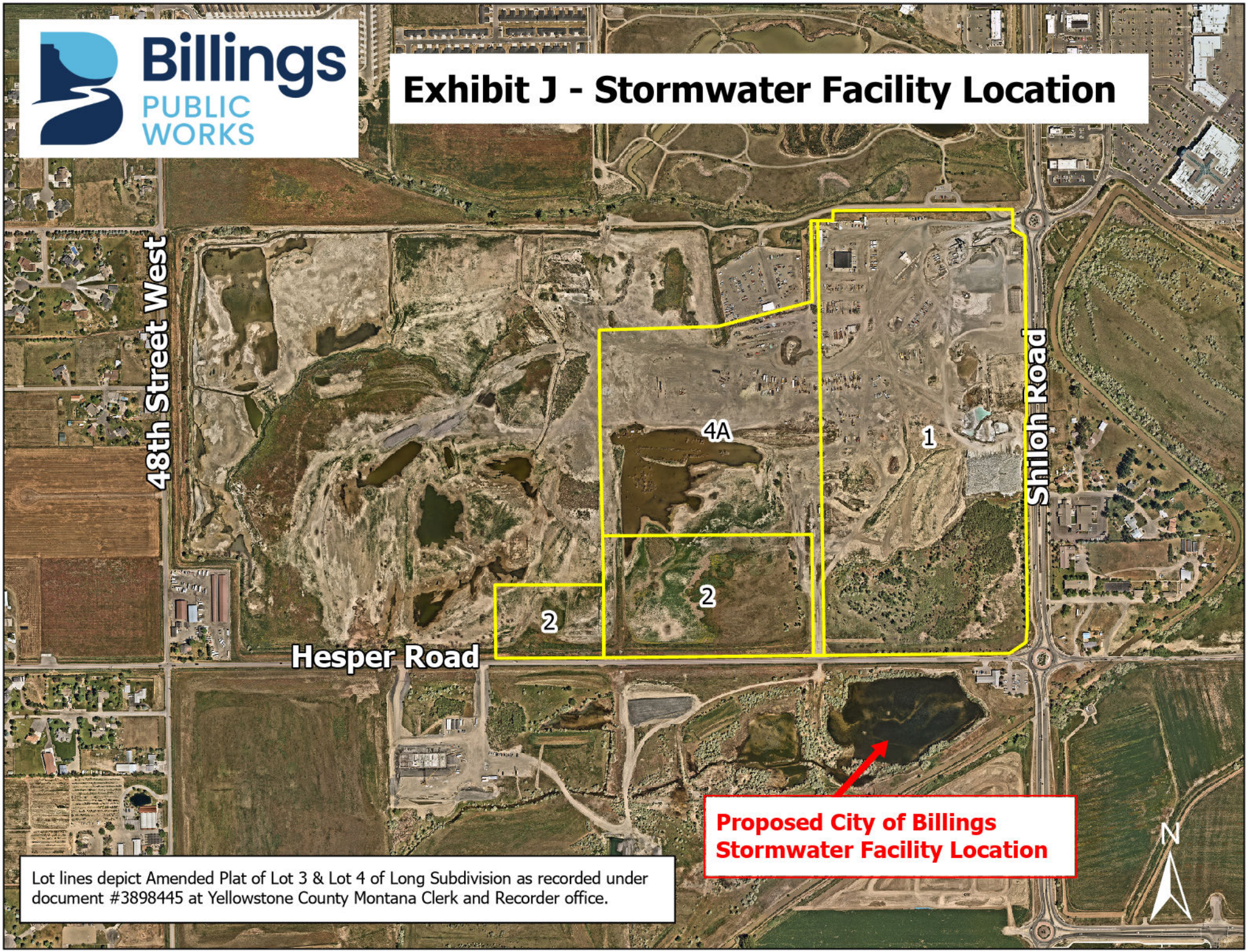

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Exhibit J - Stormwater Facility Location
48th Street West
Shiloh Road
Hesper Road
4A
1
2
2
Proposed City of Billings
Stormwater Facility Location
N
Lot lines depict Amended Plat of Lot 3 & Lot 4 of Long Subdivision as recorded under document #3898445 at Yellowstone County Montana Clerk and Recorder office.

Exhibit K
Drainage and Improvement Provisions of SWMM and BMCC

See attached.

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316 N. 26th – 5th Floor
Billings, MT. 59101
P 406.657.8231

To: Users of the 2018 Stormwater Management Manual

From: City of Billings – Public Works Engineering

Date: February 28, 2025

Re: Addendum #1 to the 2018 SWMM

The purpose and intent of this addendum is to allow for "infill" development of certain three-unit, four-unit, and small mixed-use residential and commercial buildings to be considered under *Residential Lot Development* standards of the Stormwater Management Manual (SWMM) in lieu of *Commercial Lot Development* standards of the SWMM. This addendum is created and administered under the presumption that these updates to SWMM will not substantially degrade the existing adjacent stormwater system.

Effective February 28, 2025, the following sections to the February, 2018 Stormwater Management Manual are amended as noted below. Professional engineering judgment in application of the SWMM shall continue to be used when applying conditions of this addendum.

- **Section 2.1.3 Residential Lot Development**

  The text paragraph in Section 2.1.3 is amended in its entirety to read:

  > *The requirements presented in Table 2.1 apply to residential lot development, including single-family homes, mixed-use and multi-family homes (up to and including fourplexes), condos, townhomes, and other similar nature facilities constructing four or fewer living units located on a single lot, provided the total lot impervious surface does not exceed the greater of 5,000 square feet or 60% of the gross lot area.*
  >
  > *Furthermore, for all non-single-family home development as listed above, this section is only applicable to "infill" development, which for the purpose of this Addendum, is defined as isolated residential lot development projects not covered under the requirements of a Master Site Plan, an overall subdivision comprehensive drainage plan, or the requirements of Section 2.1.4; Commercial Lot Development. Infill development is subjective and will be determined by the City Engineers' Office on a case-by-case basis, but is generally understood to be development of single, "one-off" lots which is surrounded by existing development. General examples of*

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316 N. 26th – 5th Floor
Billings, MT. 59101
P 406.657.8231

what is and what is not considered infill development is shown in Appendix A.

Additionally, this section applies to "minor" building projects such as shops, sheds, garages, accessory dwelling units, and other similar nature projects that construct or add to a lot's overall impervious surface, provided that the total lot impervious surface does not exceed the greater of 5,000 square feet or 60% of the gross lot area.

Please note, Table 2.1 – *Requirements for Residential Lot Developments*, within Section 2.1.3 of the February 2018 SWMM remains unchanged.

Due to the varying nature of building projects, site conditions, surrounding land uses, and the potential impacts of water runoff to nearby areas, the City reserves the right to permit these types of developments under the requirements of Section 2.1.4 of this SWMM where circumstances warrant onsite stormwater management.

- **Section 2.1.4 Commercial Lot Development**

The first text paragraph in Section 2.1.4 is amended in its entirety to read:

The requirements presented in Table 2.2 apply to commercial and industrial development projects and residential living unit development projects, including mixed-use and multi-family homes (in excess of fourplexes), condos, townhomes, and other similar nature facilities constructing greater than four living units located on a single lot, or that are part of a Master Site Plan Development or larger subdivision development plan. For developments constructing private streets, the private street corridors shall be constructed in accordance with Section 4.3 of this manual and designed to the 50-year storm.

The second text paragraph in Section 2.1.4 is amended in its entirety to read:

Commercial expansion creating more than 5,000 square feet of new impervious surface shall be governed by this manual. Runoff from existing hard surfaces will not be governed by this manual if the new hard surface is shown to be hydraulically disconnected from the existing hard surface. However, for commercial sites where the existing commercial facility and related impervious surfaces are removed, or substantially removed (as defined by the City), and new development or

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redevelopment is occurring, the new commercial development, or reconstructed portion thereof, shall meet the full requirements of this section.

Please note, the remaining text paragraph sections of Section 2.1.4 and Table 2.2 – Requirements for Commercial Property Developments, within Section 2.1.4 of the February 2018 SWMM remain unchanged.

Developer and developer agents shall understand that additional requirements from other City of Billings policy documents and processes may exist and could also apply to developments considered under this addendum. Please contact our office if you have any questions.

Sincerely,

Mac Fogelsong, PE
City Engineer

ENGINEERING
316 N. 26th – 5th Floor
Billings, MT. 59101
P 406.657.8231

Billings
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WORKS

Appendix A

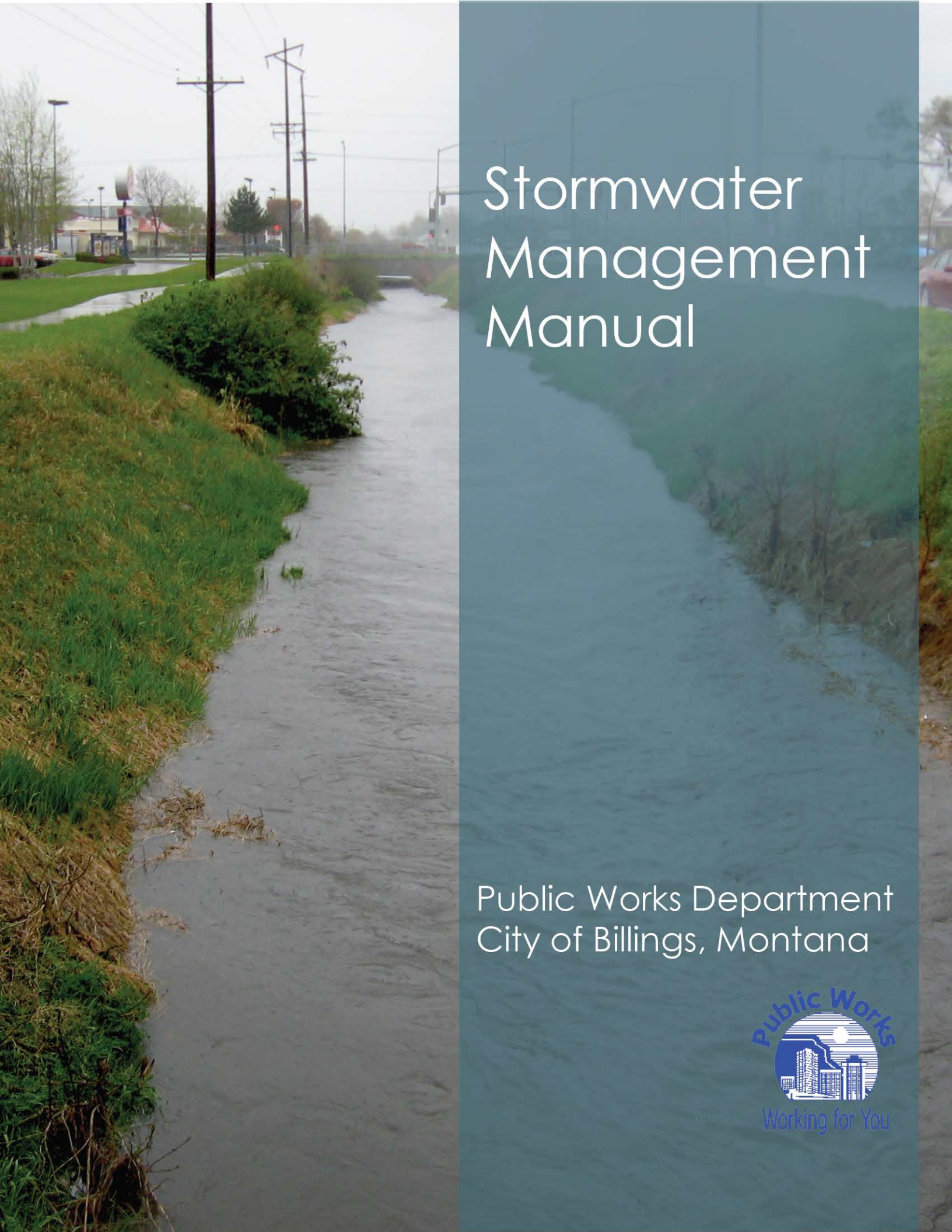
Example of what <u>is</u> considered infill development



Example of what <u>is not</u> considered infill development



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Stormwater Management Manual

Public Works Department
City of Billings, Montana

Public Works
Working for You

Stormwater Management Manual

Developed by

Public Works Department
City of Billings, Montana

With assistance from

DOWL

Debi Meling, PE
City Engineer

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Chapter 1 - Introduction

1.1 OVERVIEW

The policies and requirements of this manual shall apply to developments and construction activities submitted after the date listed on the front cover. Developments and construction activities created prior to this date shall be governed under previous appropriate manuals and associated addendums. This manual shall be read in relation to City Code, Chapter 28, to ensure proper stormwater management practices are met.

The purpose of this Manual is to provide the minimum standards to be used for the analysis and design of storm drainage systems for private development projects and City contracted projects within the City of Billings. This manual provides direction and guidance to allow responsible development in and around the City of Billings while improving water quality within the Yellowstone River drainage. This manual provides guidance for the policy, design and permitting process to address stormwater runoff and treatment from proposed development and land disturbance.

The design criteria presented in this manual are based on industry standard engineering practice for stormwater management, modified to suit the needs of the City of Billings. Depending on specific site conditions, the design of storm drainage systems may need to exceed the minimum standards presented here in order to provide adequate protection from flooding. Criteria not specifically detailed herein shall be determined in accordance with sound engineering practices with the City's approval.

The City will conduct a limited review of Drainage plans for compliance with requirements set forth in this Manual. Content and scope of the drainage plan will vary based upon development type, location and site characteristics. The Applicant is exclusively responsible for ensuring that the design, construction drawings, completed construction, and record drawings comply with acceptable engineering practices and this Manual. The City's limited plan review of Drainage plans is not a substantive review of the plans and engineering. The City's ultimate approval of a Drainage plan is not an endorsement of the plan or approval or verification of the engineering data and plans. Neither the Applicant nor any third party may rely upon the City's limited review or approval.

This manual is written for use by engineers who are familiar with generally accepted hydrologic, hydraulic, water quality and hydrogeologic design practices. A detailed presentation of design methods and procedures is not included, as this information is readily available through industry-accepted publications. This manual relies, in part, on methods and procedures published in the Federal Highway Administration (FHWA) Hydraulic Engineering Circular No. 22 (HEC-22), "Urban Drainage Design Manual", Publication No. FHWA-NHI-10-009, dated August 2013. References to specific sections of HEC-22 to be used for the design of storm drainage systems in the City of Billings are included throughout this document. HEC-22 is available as a PDF document from the FHWA Website (**http://www.fhwa.dot.gov/engineering/hydraulics/pubs/10009/10009.pdf**). This manual also references the *Montana Post-Construction Storm Water BMP Design Guidance Manual* for design of stormwater quality improvements. This document is available from the City of Billings website

(**http://ci.billings.mt.us/567/Stormwater-Management**). In addition, this manual relies on general application, design, and installation procedures for temporary BMPs from the most current edition of the Montana Department of Transportation "Erosion and Sediment Control Management Practice Manual" (**http://www.mdt.mt.gov/publications/docs/manuals/env/bmp-manual-dec16.PDF**).

The City reserves the right to make periodic changes and modifications to the guidelines and template forms to reflect updates of city practices. It is the responsibility of the user to determine that they are utilizing the most current version of these standards and forms.

1.2 AUTHORITY

This Manual has been adopted by the City Engineer's office, and shall be read with the Billings Municipal City Code and all other listed appurtenant referenced documents and manuals. Failure to comply with any portion of this manual may result in rejection of all permits and actions as described within the City Code. In addition, Developer may be required, at their own costs, to mitigate design deficiencies found within the system outside the required warranty period, if the deficiencies were found to be the result of improper construction and/or design assumptions.

1.3 ADMINISTRATIVE VARIANCE

The City Engineer shall have the authority to approve a variance from any or all parts of this manual if it is deemed a variance will be in keeping with the intent of the manual and will be in the best interest of the City of Billings and the existing system adequacy. Such variance may be granted on a case-by-case basis and shall not apply to previous or future construction or development activities. The City Engineer does not have the authority to grant a variance from the requirements of State and Federal codes and conditions such as, but not limited to, the City's General Permit or conditions of DEQ Circular 8.

1.4 APPLICABILITY

This manual shall apply to all development, redevelopment and construction activities on public and private property within the City of Billings.

1.5 SEVERABILITY

If any section, clause, sentence, or phrase of these regulations is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding will in no way affect the validity of the remaining portions of these regulations.

Chapter 2 - Policy Requirements

The following sections provide the requirements for stormwater management related to construction and development activities as defined by the City Engineer's Office. Details of the design criteria for stormwater management facilities are provided in subsequent chapters.

The rate and volume of stormwater runoff from proposed land developments shall be estimated in accordance with this Manual and shall be the foundation of the drainage plan. Drainage plans shall be prepared by a Professional Engineer licensed in the State of Montana and shall be submitted to the City Engineer's Office for review and approval.

Throughout this manual, references are made to the City's storm drain system or network. For the purposes of this manual, the City's storm drain system or network is defined as any pipe, drain, pond, lake or stream owned and operated by the City of Billings. Roadside borrow ditches, irrigation ditches and irrigation waste drains shall not be considered a part of the City's dedicated storm drain system or network unless such facility has been previously identified and formally incorporated as such. Please contact the City Engineer's Office for the current map of the City's storm drain system.

2.1 PROJECT CLASSIFICATIONS

Stormwater management requirements vary based on the classification of the project. The City Engineer's Office has classified construction and development projects into five categories: 1) City Contracted Projects; 2) Residential Lot Developments; 3) Commercial Property Developments; 4) Subdivisions; and 5) Business District Development/Redevelopment. The following sections describe and summarize each classification and the associated stormwater requirements.

2.1.1 General Requirements for All Developments

- Natural drainages, such as depressions, swales, ditches, drains, channels, etc. shall be preserved to the maximum extent possible. If preservation of existing drainages is not possible, Developer shall provide adequate accommodations ensuring flows through natural drainages are properly mitigated. Applicable regulations from other agencies will need to be met in the event existing drainages are not preserved.

- Non-stormwater discharge (illicit discharge) is prohibited from entering the storm drain system as defined and detailed by Chapter 28 of the Billings Municipal City Code.

- Billings Municipal City Code, Chapter 6, Section 1209 identifies specific subdivisions that shall have no off-site runoff as a result of development. Runoff within these areas shall be entirely mitigated onsite.
  - In addition to the specific areas listed by City Code, development of all areas between the Rims and Highway 3, not currently identified by City Code, shall result in no off-site runoff from the Major storm as defined in subsequent sections of this manual.

- Stormwater discharge to private irrigation ditches, drains and laterals is acceptable provided approval has been granted by such facility owner/operator, the discharge rate is

metered per the requirement of Sections 2.1.4 and 2.1.5 and discharge is delayed (controlled) to ensure the ditch, drain or lateral facility is not adversely impacted beyond existing conditions. An agreement shall be signed between the facility owner/operator and developer with the City named as a third party. Agreement must state at a minimum the following: Development's discharge requirements, conditions of use, term of agreement, maintenance responsibilities and a note stating that the City shall have the first right to accept the automatic transfer of all interests and easements of the ditch/drain facility should the ditch/drain facility operator abandon their facility adjacent to the development.

- Subdivisions or commercial property developing adjacent to ditches and drains shall provide right-of-way or an easement from the top of bank along the property frontage for maintenance access. The width of right-of-way or easement shall be specified by the ditch or drain facility owner to accommodate both appropriate heavy equipment access, cleaning and maintenance activities. However, in no case shall the width be less than 20-feet on either side of the ditch/drain facility. Easement document and/or plat SIA shall specify that no fences, trees, structures or other permanent improvements can be constructed within the easement area.

- Developers shall acknowledge that there exists the potential for ditches/drains to overtop during rain events, resulting in flooding to adjacent properties. The locations and rate of overtopping is unknown; however, developers shall account for this potential when subdividing, constructing homes or businesses and shall use flood proofing or establish elevations and grading plans accordingly. The degree of improvements required will depend on the character of the adjacent ditch/drain and the location of development along the ditch/drain.

    - In addition, developers shall acknowledge that there exists the potential for adjacent ditches/drains to leak contributing to seasonally high groundwater conditions within the development; which will need to be accommodated in the design of stormwater management facilities and within the SIA.

2.1.2 City Contracted Projects

The following requirements apply to projects contracted by the City of Billings, including road reconstruction projects, new road construction, and other projects that impact existing drainage patterns within the City of Billings right of way.

- City Contracted projects shall follow design criteria included in this manual. Runoff control and water quality treatment requirements will be established by the City Engineer managing the project.

- Submit a Storm Drainage Memo for projects which result in only minor impacts to existing drainage patterns. The City Engineer's Office will determine whether the impact will be considered "minor" or "major" on a case-by-case basis.

- ❖ Submit a Comprehensive Drainage Plan (CDP), in accordance with Chapter 3 of this manual, for projects which result in major impacts to existing drainage patterns. The CDP shall identify any changes in flood hazards during the Major Storm for projects which result in major impacts to existing drainage patterns.

2.1.3 Residential Lot Developments

The requirements presented in Table 2.1 apply to residential lot development, including single family homes, duplexes, townhomes, and condo developments constructing two or less living units located on a single lot and for "minor" construction and building projects in which either the improvements necessitate a building permit and/or improvements create more than 2,500 SF of impervious surface.

Table 2.1 – Requirements for Residential Lot Developments

Drainage Design Criteria	***Reference***
Site grading requirements shall follow specific requirements established in/on the subdivision plat, SIA or any covenants within the subdivision.	N/A
Unmitigated runoff generated from a residential site (or new improvements) shall not drain from that site to a neighboring property.	N/A
If a common drainage approach is used which develops a solution for side and backyard runoff, developer shall specify in the subdivision plat/SIA the details and practices to be followed by subsequent property owners. For existing developments, a Declaration of Common Drainage shall be completed identifying drainage solutions.	N/A
Hard surfaces, including gutter downspouts shall drain onto lawns or pervious areas providing a minimum length of 15-feet for runoff to disperse prior to reaching the property line with slopes no greater than 5% for lawns and no greater than 2% for other pervious areas.	N/A
Property owners may not alter existing drainage patterns of their lot without prior approval from the City Engineer.	N/A
Residential lot owners are encouraged to use LID methods on their lot.	Section 8.16
The elevation of residential dwellings and other lot features must be established in recognition of the City's policy that storm runoff flows are allowed to a depth of 18-inches in the gutter flowline of adjacent streets during the Major storm.	Section 6.2
Verify that your project requires a Stormwater Pollution Prevention Plan (SWPPP); if so submit SWPPP and NOI Forms.	Chapter 9
Downspouts with unfinished landscaping shall be equipped with sediment bags and/or energy dissipaters until landscaping establishes.	
Stormwater features shall be preserved per the initial design and maintained by the property owner.	SIA & Section 7.4
Submittals	***Reference***
Submit a Site Stormwater Plan (SSP) detailing lot grading and drainage plan.	Section 3.1.1

2.1.4 Commercial Property Development

The requirements presented in Table 2.2 apply to commercial and industrial development projects and residential home construction projects including single family homes, duplexes, townhomes, condo developments and residential manufactured homes constructing three or more living units located on a single lot or that are part of a Master Site Plan Development. For developments constructing private streets, the private street corridors shall be constructed in accordance with Section 4.3 of this manual and designed to the 50-year storm.

Commercial expansion creating more than 2,500 square feet of new impervious surface shall be governed by this manual. Runoff from existing hard surfaces will not be governed by this manual if the new hard surface is adequately hydraulically disconnected from the existing hard surface. However, for commercial sites where the existing commercial facility and related impervious surfaces are removed, or substantially removed (as defined by the City), and new or redevelopment is occurring, the new commercial development, or reconstructed portion thereof, shall meet the full requirements of this section.

If a new connection to the City's storm drain system is installed, regardless of the activities completed under Section 2.2 of this manual, the development's stormwater system which connects to the City storm drain system shall be brought into compliance with the requirements of this section.

Some commercial project developments may be classified as "Business District Development/Re-Development." For a description of Business District Development/Redevelopment and the associated requirements, see Section 2.1.6.

Due to the potential for increased pollutant runoff, some sites may require additional regulatory and design requirements. Refer to Appendix A for the following facilities:

- Fueling station, facility storing/transporting more than 1,500 gallons of petroleum products, hydraulic equipment storage, property zoned controlled or heavy industrial, vehicle maintenance/repair, nurseries, lawn care/fertilizer facility, agricultural or animal care facility, or other similar facilities.

The table identifying Requirements for Commercial Property Developments can be found within Table 2.2 on Page 2-5.

2.1.5 Subdivision Development

The table identifying requirements for Subdivision Development can be found within Table 2.3 on Page 2-6. The requirements of this section and Table 2.3 apply to subdivisions within City Limits as well as tracts of land under review for annexation.

2.1.6 Business District Development/Redevelopment

Where existing buildings within the general downtown limits are currently constructed to property lines and development is being reviewed by the City Engineer's Office because of a change in use or other qualifying alteration, the following criteria shall apply:

- If identified by the City, Developer shall install the necessary improvements to ensure runoff from the site is managed in a manner that improves offsite drainage from that of existing conditions. Any know, existing storm drain problems will be addressed at this time.

Reconstruction of these sites (as defined by the City) shall be governed by Section 2.1.4. Prior to design, Developer shall meet with City Engineer's Office to discuss site-specific stormwater improvement requirements.

Table 2.2 – Requirements for Commercial Property Developments	
General Criteria	***Reference***
Design Storm Frequencies.	Section 4.2 – 4.5
Acceptable Runoff Calculation Methods.	Section 5.3
Contribution to regional facility if identified in SIA or other project agreements	N/A
Water Quality Requirements	***Reference***
Water Quality Volume and Flow (WQV and WQF).	Section 8.2 & 8.3
Water Quality Treatment Methods.	Section 8.4
Runoff Control Requirements	***Reference***
Runoff generated from the 50-year, 24-hour storm shall be mitigated onsite, with no discharge onto neighboring property or the public right-of-way. The volume of required storage shall be based upon the assumption of no discharge to the City's storm drain system. Infiltration to native soils is allowed in the calculations. This requirement applies to both areas inside and outside of the *Special Discharge Area*, which is found within Appendix I.	N/A
For properties not identified in Appendix I as being within the *Special Discharge Area*: With City approval, water quality mitigated, and on-site storage provided for 50-year, 24-hr storm, a connection to the storm drain system may be allowed, with discharge metered to not exceed pre-developed runoff rates for the 2, 10 and 50-year storms.	Section 6.3.5 Appendix I
For properties identified in Appendix I as being within the *Special Discharge Area*: With City approval, water quality mitigated, and on-site storage provided for 50-year, 24-hr storm, a connection to the storm drain system may be allowed, with discharge metered to a prorated value of 1 cfs per 10 acres of development. i.e. a 0.5 acre development would be allowed a 0.05 cfs (appx. 22 gpm) discharge.	Appendix I
Commercial development constructed within any subdivision shall be governed by the requirements of this section independent of the requirements of Section 2.1.5. However, for new developments, a comprehensive solution that combines the subdivision stormwater management facilities with the commercial stormwater management facilities may be considered if an upfront plan is developed.	N/A
Overland/sheet flow to the City's storm drain system, including streets and alleys, is not allowed, unless approved by the City Engineer.	N/A
Design stormwater runoff control facility to meet above criteria.	Chapter 7
Stormwater Facility Design Requirements	***Reference***
Above ground storage in parking lots may not pond to a depth greater than 12 inches during the Major Storm.	N/A
The elevation of commercial properties must be established in recognition of the City's policy allowing for an 18-inch depth of flow in the gutter flowline of adjacent streets during the Major Storm.	Section 6.2
Geotechnical and Hydrogeologic Evaluation and Recommendations.	Appendix D, H
Submittals, Permits, and Easements	***Reference***
Submit a Comprehensive Drainage Plan (CDP).	Section 3.1.2
A SWPPP and NOI may be required to address stormwater runoff during construction and until landscaping has established. Determine whether your project will require these permits and submit as necessary.	Chapter 9
Commercial property developing adjacent to ditches/drains.	Section 2.1.1
Owner shall call for City inspection of drainage features prior to backfilling.	N/A
TV report shall be submitted for connections within the public right-of-way.	COB Standard Mods
Operation and Maintenance	***Reference***
All facilities shall be owned, operated and maintained by the development.	Appendix E, F Section 6.3.5

Table 2.3 – Requirements for Subdivision Development	
General Criteria	***Reference***
Design Storm Frequencies.	Section 4.2 – 4.5
Acceptable Runoff Calculation Methods.	Section 5.3
Hydraulic Analysis and Design.	Chapter 6
Contribution to regional facility if identified in SIA or other project agreements.	N/A
Water Quality Requirements	***Reference***
Adjacent subdivisions may work in conjunction to develop a common solution to achieve WQV and WQF drainage requirements, with approval from the City Engineer's Office.	Chapter 8
Water Quality Volume and Flow (WQV and WQF).	Section 8.2 & 8.3
Water Quality Treatment Methods.	Section 8.4
Runoff Control Requirements	***Reference***
For properties not identified in Appendix I as being within the *Special Discharge Area*; runoff during the 2, 10 and 100-year storm events shall not exceed the runoff rate of natural (pre-developed) conditions, prior to subdividing and developing the land. Off-site runoff from the subdivision must maintain existing drainage characteristics of pre-developed conditions.	N/A
For properties identified in Appendix I as being within the *Special Discharge Area*; runoff generated by the 100-year event shall be mitigated and stored onsite. The maximum allowable discharge shall be limited to a metered rate of 1 cfs/ 10 acres of subdivision development.	Appendix I
Runoff entering the subdivision from upstream properties shall also be evaluated and included in the composite rate and volume of runoff from the subdivision.	N/A
Design stormwater runoff control facility to meet above criteria.	Chapter 7.0
Stormwater Facility Design Requirements	***Reference***
The elevation of residential dwellings, buildings, or other permanent facilities must be established in recognition of the City's policy allowing for an 18-inch depth of flow in the gutter flowline of adjacent streets during the Major Storm. Established minimum building elevations shall be documented in the SIA, plat or other applicable recorded document.	Section 6.2
Consider individual lot grading and drainage issues and provide necessary drainage easements to provide effective drainage to public right-of-way or approved downstream areas.	N/A
Geotechnical and Hydrogeologic Evaluation and Recommendations.	Appendix D
Submittals, Permits, and Easements	***Reference***
Submit a Comprehensive Drainage Plan (CDP) and Geotechnical/Hydrogeological Evaluation.	Section 3.1.2
Submit HOA Agreement, O&M Manual and BMP Inspection Checklist.	Appendix F, G
A Stormwater Pollution Prevention Plan (SWPPP) and Notice of Intent (NOI) may be required to address stormwater runoff during construction and until landscaping has established. Determine whether your project will require these permits and submit as necessary.	Chapter 9
If off-site discharge onto neighboring properties is required, a drainage easement must be obtained through the downstream neighboring properties to the point at which the runoff is collected in a public drainage facility.	Appendix G
Discharge leaving site must leave in same manor/characteristics as pre-developed conditions.	N/A
Subdivisions developing adjacent to ditches/drains.	Section 2.1.1
If curb cuts for drive approaches are included during initial subdivision construction, the associated driveway aprons (or other approved feature) shall also be constructed to accommodate gutter flow to the full gutter depth throughout the subdivision.	N/A
As-Builts (PDF) shall be stamped and submitted by the Professional Engineer of record.	N/A
TV report shall be submitted for all pipe within the public right-of-way.	COB Standard Mods
Operation and Maintenance	***Reference***
Stormwater facilities within a subdivision (excluding mainline and inlets) shall be owned, operated and maintained by the subdivision HOA. Stormwater facilities outside of the R.O.W. shall be located within a lot owned by the HOA and shall include a platted easement and associated access to the R.O.W. Access easement shall detail property owner/HOA use and maintenance of easement area. Landscape plans shall be submitted with the development plans.	Appendix E, F, G

2.2 Maintenance Activities

The activities listed below are considered to be "maintenance" and are therefore not governed by the requirements of this manual. Exclusion from these stormwater management requirements does not relieve the development of other required permits and submittals. Contact the City Engineer's Office to determine what (if any) permits or submittals will be required.

- Replacement of existing infiltration facilities; i.e., boulder pits or French drains.
- Resurfacing of an existing parking lot, including reconstruction of base gravel if grades of the parking lot have not altered drainage patterns.
- City of Billings maintenance projects.
- Private utility improvement projects disturbing less than one-acre of land surface.

If a new connection is made to the City's storm drain system, the development shall meet the requirement of Section 2.1.4. Failure to properly maintain a stormwater facility is governed by the requirements of Chapter 28 of the Billings Municipal City Code.

Chapter 3 - Plan/Permit Submittal Requirements

The intent of this chapter is to provide a framework for uniformity in plan preparation, submittal, and review to promote efficiency in the review process. In addition, properly developed drainage plans will facilitate proper operation and maintenance of drainage facilities following construction. Acceptance by the City does not relieve applicants from responsibility for ensuring system performance, safety, and compliance with other local, state, and federal regulations.

The City will conduct a limited review of Drainage plans for compliance with requirements set forth in this Manual. Content and scope of the drainage plan will vary based upon development type, location and site characteristics. The Applicant is exclusively responsible for ensuring that the design, construction drawings, completed construction, and record drawings comply with acceptable engineering practices and this Manual. The City's limited plan review of Drainage plans is not a substantive review of the plans and engineering. The City's ultimate acceptance of a Drainage plan is not an endorsement of the plan or approval or verification of the engineering data and plans. Neither the Applicant nor any third party may rely upon the City's limited review or acceptance.

3.1 PLAN SUBMITTAL REQUIREMENTS

Stormwater Drainage Plans are divided into two categories based upon the development type; Site Stormwater Plan (SSP) and Comprehensive Drainage Plan (CDP). The applicability and requirements for each are described as follows:

3.1.1 Site Stormwater Plan (SSP)

The SSP applies to all developments listed in Section 2.1.3 and shall be reviewed and accepted prior to issuance of a building permit. The following shall be addressed in an SSP submittal:

- Inform the City as to the drainage plan, the nature of the construction, project schedule, downstream conveyances, and project contact information. Plan shall include all finished floor elevations, drainage flow paths, top back of curb elevations, downspout, window well locations and similar critical elevations.
- Identify the drainage pattern of adjacent lots to ensure a common drainage approach within the subdivision is being met.
- Show all easements within lot and show/identify all site specific criteria and requirements listed within the subdivision SIA.

If after review of the SSP, the City determines that more detail or information is required, the City may require a Comprehensive Drainage Plan (CDP).

3.1.2 Comprehensive Drainage Plan (CDP)

The CDP applies to all developments listed in Section 2.1.4 through 2.1.6 and shall be reviewed and accepted prior to issuance of a building and/or right-of-way permit. Table 3.2 shall be used to identify required information to be submitted for various development activities. Additional information to guide these submittals is provided in the referenced appendices.

Table 3.2 – Comprehensive Drainage Plan (CDP) Submittals

	Required Submittal						
Development Activity	Preliminary Drainage Report	Final Drainage Report	Geotechnical/ Hydrogeological Report	O & M	HOA	SIA	Reference
Commercial		X	X	X			Appendix A, C, D, E, G, H
Preliminary Plat	X		X			X	Appendix B, D, G, H
Private Contract		X	X	X	X		Appendix C - H

3.1.2.1 Preliminary Drainage Report

The purpose of the Preliminary Drainage Report is to identify and describe site drainage impacts and illustrate preliminary solutions to the drainage system and any problems which may occur on-site and off-site as a result of the development, or any phase of the development.

The report shall provide an appropriate level of detail to address drainage issues and present the overall plan for the property. The report shall be based on the outline in Appendix B and include appropriate background information, supporting data, preliminary calculations and preliminary plan drawings.

3.1.2.2 Final Drainage Report

The purpose of the Final Drainage Report is to provide in depth details and calculations to address the drainage issues and present sizing and locations for all proposed improvements. The report shall be based on the outline provided in Appendix C and shall include appropriate background information and supporting data, calculations and final plan drawings.

In addition to details and calculations, the Final Drainage Report shall include a narrative describing in detail how the site and site features will function for the water quality storm and the Minor and Major storm events. It is imperative that the written narrative provide sufficient information and details such that in reading the main body of the report, the reader has a clear understanding of how the site's stormwater system functions for each storm event. Insufficient report content will be grounds for rejection of the submittal.

The Final Drainage Report shall contain the signed project certification cover sheet found in Appendix G.

If infiltration to underlying soils will be used to manage any portion of the site runoff, refer to procedures outlined in Appendix D and G and the geotechnical/hydrogeological requirements of this manual.

3.1.2.3 Geotechnical/ Hydrogeological Report

The purpose of the Geotechnical/Hydrogeological Report is to provide sufficient information such that reviewer has a clear understanding of underlying soils and groundwater characteristics and how those will interact with and be impacted by the proposed development. The report shall be based upon the outline provided in Appendix D and shall include appropriate background information and supporting data, calculations and plan drawings.

In addition to the report, a letter from the geotechnical or hydrogeological professional shall be submitted stating the impacts that the stormwater runoff will have to groundwater levels, structures and facilities both within and outside the limits of developments. If impacts are identified, the report shall provide mitigation solutions for the development.

A groundwater mounding calculation shall be provided to identify the impacts of infiltrated stormwater runoff. An example calculation method and spreadsheet is made available from the United States Geological Survey (USGS); however, other approved, similar calculation methods may be accepted.

The Geotechnical/Hydrogeological Report shall contain the signed project certification cover sheet found in Appendix G.

3.1.2.4 Operation and Maintenance (O&M) Manual

The general purpose of the O&M manual is to identify the party responsible for operations and maintenance of the stormwater facility, detail maintenance schedules/activities and to ensure adherence with approved design operating conditions.

Appendix E outlines further requirements and information that shall be included in the O&M manual.

3.1.2.5 Homeowners' Association (HOA) Agreement

For subdivision development, an HOA agreement shall be submitted and approved to ensure perpetual legal validity and financial stability of the party responsible for ownership and maintenance of the stormwater facility and the template form found in Appendix G.

Appendix F outlines further requirements and information that shall be included in the HOA agreement.

3.1.2.6 Subdivisions Improvements Agreement (SIA) Requirements

The SIA shall include language describing HOA agreements, O&M requirements, easements, property owner responsibilities and any other subdivision or building-specific stormwater mitigation requirements.

3.1.2.7 Template Forms

Depending on the specific requirements of the development, additional agreements or forms may be required for submittal. Template forms are provided in Appendix G.

Chapter 4 - Rainfall

4.1 APPLICATION

This chapter provides design storm frequency and precipitation data to be used in the design of stormwater management facilities for City of Billings' contracted projects, residential lot developments, commercial property developments, subdivision developments, and Business District Development/Redevelopment and miscellaneous developments. The information provided for the Water Quality Storm is intended for use in the design of permanent water quality treatment facilities for commercial property, subdivisions, and Business District Development/Redevelopment and miscellaneous developments.

4.2 MINOR AND MAJOR DRAINAGE SYSTEMS

Every urban area has two separate and distinct drainage systems, whether or not they are actually planned or designed. One is the Minor Drainage System and the other is the Major Drainage System, which are combined to form the Total Drainage System.

The Minor Drainage System is designed to transport the runoff from storm events with recurrence intervals from 2-year to 10-year with a minimum of disruption to the urban environment. Minor storm drainage can be conveyed in the curb and gutter area of the street (subject to street classification and capacity as defined herein), a roadside ditch, in the underground storm drain, open channels, or other conveyance facilities.

The Major Drainage System is designed to convey runoff from the 100-year recurrence interval storm to minimize health and life hazards, damage to structures, and interruption to traffic and services. Major storm flows can be carried in the urban street system (within acceptable depth criteria), open channels, storm sewers, and other facilities.

Drainage planning and design shall include consideration for both the Minor and Major Drainage Systems.

4.3 DESIGN STORM FREQUENCY

The design storm frequency varies depending on the development type as well as the street classification as shown in Tables 4.1 and 4.2.

Table 4.1 – Design Storm Frequency by Development Type

Development Type	Design Storm Frequency (Recurrence Interval, Year)	
	Minor	Major
Residential Subdivision	2	100
Commercial Lot Development	50	N/A

Table 4.2 – Design Storm Frequency by Street Classification		
Public Street Classification[2]	Design Storm Frequency (Recurrence Interval, Year)	
	Minor[1]	Major
Local Streets	2	100
Collector / Commercial Subdivision Street	5	100
Industrial / Central Business Streets	10	100
Arterial Streets	10	100

[1] 50-year design storm shall be used for depressed road crossings.

[2] Private streets shall be governed as Commercial Lot Development per Table 4.1.

Drainage systems shall be evaluated for the Major storm to identify potential flood hazards. Drainage systems may need to be designed to convey a portion, or all, of the Major storm flows if Major storm flows cannot be safely conveyed to a suitable receiving system, or if allowable flow depths in streets cannot be maintained (see Section 6.2).

4.4 DESIGN STORM DEPTH AND INTENSITY

Rainfall depths and intensities are provided in Tabled 4.3 and 4.4 for the City of Billings, including durations from 5 minutes up to 24 hours and recurrence intervals from 2 years up to 100 years. This information was derived using precipitation data available from the National Climatic Data Center (NCDC) for Billings Logan International Airport (NCDC Cooperative Station Number 240807 (NCDC, 2014) for the period of record from July 1948 through September 2013.

Table 4.3 – Precipitation Depth – Duration (Depth In Inches)						
Duration	2-year	5-year	10-year	25-year	50-year	100-year
5-min	0.27	0.42	0.51	0.65	0.75	0.85
10-min	0.39	0.58	0.70	0.87	1.00	1.13
15-min	0.47	0.68	0.83	1.03	1.18	1.33
20-min	0.50	0.75	0.91	1.13	1.30	1.46
25-min	0.54	0.80	0.98	1.21	1.39	1.56
30-min	0.56	0.84	1.02	1.28	1.47	1.66
35-min	0.59	0.89	1.08	1.34	1.53	1.72
40-min	0.61	0.92	1.12	1.39	1.59	1.78
45-min	0.63	0.95	1.16	1.43	1.64	1.84
50-min	0.65	0.97	1.19	1.47	1.68	1.89
55-min	0.67	1.00	1.22	1.50	1.72	1.93
1-hr	0.68	1.03	1.26	1.55	1.76	1.97
2-hr	0.76	1.11	1.34	1.63	1.85	2.07
3-hr	0.85	1.18	1.40	1.68	1.88	2.09
6-hr	1.05	1.38	1.60	1.88	2.08	2.28
12-hr	1.29	1.67	1.92	2.23	2.46	2.70
24-hr	1.57	2.05	2.37	2.78	3.08	3.38

Based on DOWL Precipitation Analysis (2015)

Table 4.4 – Precipitation Intensity - Duration (Intensity In Inches per Hour)						
Duration	2-year	5-year	10-year	25-year	50-year	100-year
5-min	3.26	5.02	6.18	7.75	8.96	10.16
10-min	2.33	3.45	4.19	5.20	5.98	6.75
15-min	1.87	2.74	3.31	4.11	4.72	5.32
20-min	1.50	2.24	2.73	3.39	3.89	4.38
25-min	1.29	1.93	2.35	2.91	3.33	3.76
30-min	1.12	1.68	2.05	2.55	2.94	3.33
35-min	1.01	1.52	1.85	2.29	2.62	2.95
40-min	0.92	1.38	1.68	2.08	2.38	2.68
45-min	0.84	1.26	1.54	1.91	2.18	2.45
50-min	0.78	1.17	1.43	1.76	2.02	2.27
55-min	0.73	1.09	1.33	1.64	1.88	2.11
1-hr	0.68	1.03	1.26	1.55	1.76	1.97
2-hr	0.38	0.55	0.67	0.82	0.93	1.03
3-hr	0.28	0.39	0.47	0.56	0.63	0.70
6-hr	0.18	0.23	0.27	0.31	0.35	0.38
12-hr	0.11	0.14	0.16	0.19	0.21	0.22
24-hr	0.07	0.09	0.10	0.12	0.13	0.14

Based on DOWL Precipitation Analysis (2015)

The depth versus duration information in Table 4.3 shall be used together with the SCS (NRCS) Type II rainfall distribution to develop the 24-hour storm hyetograph for runoff hydrograph analyses. The rainfall intensities listed in Table 4.4 for the corresponding durations (times of concentration) shall be used in the Rational Method to determine peak runoff rates. For times of concentration other than those listed in Table 4.4, do not interpolate within Table 4.4 directly; rather, the corresponding intensity shall be estimated using a linear interpolation of precipitation depths. (i.e., the 5-year, 22-minute rainfall depth interpolated from the 5-year, 20-minute and 25-minute depths is 0.77 inches, which translates to an intensity of 2.10 inches per hour).

4.5 WATER QUALITY STORM

The water quality design storm shall be used to size runoff treatment and water quality BMPs. Runoff treatment BMPs should be sized based on either the water quality volume or flow rate in order to achieve the required treatment efficiencies.

The water quality runoff volume and/or flow rate for post-development conditions shall be based on the 0.5-inch rainfall event. This storm was selected by the Montana DEQ and issued in the General Permit and has been adopted by the City of Billings as the water quality design storm. Industry standard for water quality treatment is to capture and treat runoff from at least 90 percent of the storms. Based on analysis of precipitation data for the City of Billings, a 0.5-inch daily precipitation represents the 94 percent non-exceedance value (only 6% of daily storm totals exceed 0.5 inches). Further details on how the Water Quality Design Storm is to be applied is discussed in Chapter 8 – Permanent Water Quality Treatment.

Chapter 5 - Runoff

5.1 APPLICATION

This chapter discusses criteria for drainage basin delineation and for selection of acceptable stormwater runoff calculation methods to be used for drainage design within the City of Billings.

5.2 DRAINAGE BASIN AREA

The total area, including upstream offsite areas, contributing to the point of interest shall be included in the delineation of drainage basins. Runoff from upstream undeveloped land, not part of the proposed project, shall be included in the design calculations. Runoff from upstream developed property must be determined based on existing conditions or approved drainage plans. A detailed contoured map with the best information available shall be used to identify off-site areas.

There are several irrigation ditches within the City of Billings. The impact of these ditches must be considered in evaluating drainage basin boundaries and in analyzing off-site contributing runoff to the site and off-site discharge from the site. The drainage analysis shall include an evaluation of the capacity of the irrigation ditch for carrying stormwater runoff in addition to irrigation flows and shall also include an evaluation of potential flow contributions from irrigation deliveries or waste-way structures. Irrigation ditches should generally, not be considered to be a basin boundary since storm runoff from up-basin may overtop the ditch and flow into the area of development. Irrigation ditches should only be considered drainage divides if it can be demonstrated that adequate surcharge capacity is available in excess of that required to carry irrigation flows.

Large drainage basins will typically need to be divided into sub-basins to effectively evaluate the stormwater runoff conditions. Sub-basin boundaries shall be constructed to represent the contributing area to individual storm drain inlets and shall consider the roadway crown, roadside ditches, or other topographic or drainage features which dictate runoff patterns. Large subdivisions should be divided into sub-basins reflecting post development build-out conditions which will dictate basins boundaries. Drainage sub-basin boundaries for subdivisions shall reflect assumed post-developed topographic drainage boundaries, which typically do not follow legal lot lines. Sub-basins for use with the Rational Method shall be delineated to represent homogenous land uses. Where basins are not homogenous, the Rational Method may result in unrealistically low peak flow rates due to use of low weighted-average runoff coefficients.

5.3 SELECTION OF RUNOFF CALCULATION METHODS

Table 5.1 – Acceptable Runoff Calculation Methods		
Runoff Calculation Method	Applications	Limitations/Notes
Rational Method	- Used for determining peak runoff rates for sizing conveyance systems - Should not be used when routing of runoff hydrographs is required	- Should only be used for developments and basins of 5 acres or less - Should only be used for basins with homogeneous land uses
Modified Rational Method	- A simplified method used to approximate storage requirements for small drainages	- Should only be used for developments and basins of 5 acres or less - The Modified Rational Method spreadsheet developed by the City of Billings shall be used (**https://ci.billings.mt.us/567/Stormwater-Management**)
NRCS (SCS) Method	- Used for determining peak runoff rates and runoff hydrographs for large drainage basins - Used for determining storage requirements for detention or retention facilities	- Should be used for developments and basins larger than 5 acres
EPA SWMM	- Used for complex drainage systems requiring modeling of a network of system components	- Consult with City Engineer for Approval to use this method

5.4 NRCS (SCS) HYDROGRAPH METHOD

The SCS Hydrograph Method shall be employed using the procedures detailed in Section 3.2.4 of the HEC-22 Manual (**http://www.fhwa.dot.gov/engineering/hydraulics/pubs/10009/10009.pdf**).

5.4.1 Soils Types

Use site-specific soils information for the project site when available, or the Natural Resources Conservation Service (NRCS) Soil Survey of Yellowstone County to identify the soils and corresponding hydrologic soil groups for each drainage basin

5.4.2 Time of Concentration

The time of concentration shall be calculated using the procedures detailed in TR-55 Method (**https://www.nrcs.usda.gov/Internet/FSE_DOCUMENTS/stelprdb1044171.pdf**). Time of concentration (T_c) should range from five minute to 20 minutes for most basins. To the extent possible, the resulting peak flows shall be verified against observed runoff during historic rainfall events in Billings to ensure reasonableness. The final subdivision build-out shall be considered in determining appropriate T_c flow path. Sheet flow lengths shall be limited to no more than 150' and, unless approved by the City Engineer's Office, flow paths from backyards shall not be considered in the determination of T_c. Multiple flow path scenarios shall be evaluated in selecting the flow path which results in the shortest time of concentration, which will govern determination of the peak flow.

5.4.3 Curve Numbers

Curve numbers (CNs) to be used shall be as set forth in Table 5.2. Depending on basin area, multiple CNs with associated flow properties may be required. A conservative approach shall be used when determining CN values.

Table 5.2 – Runoff Curve Numbers for Urban Areas
(Average Watershed Condition, $I_a = 0.2\ S_R$)

Land Use Description		Curve Numbers for Hydrologic Soil Group			
		A	B	C	D
Fully Developed Urban Areas (Vegetation Established)					
Lawns, open spaces, parks, golf courses, cemeteries, etc.					
Good condition; grass cover on 75% or more of the area		39	61	74	80
Fair condition; grass cover on 50 to 75% of the area		49	69	79	84
Paved parking lots, roofs, driveways, etc.		98	98	98	98
Streets and roads					
Paved with curbs and storm sewers		98	98	98	98
Gravel		76	85	89	91
Dirt		72	82	87	89
Paved with open ditches		83	89	92	93
	Average % impervious*				
Commercial and business areas	85	89	92	94	95
Industrial districts	72	81	88	91	93
Residential Lots:	Average % impervious*				
	65	77	85	90	92
	38	61	75	83	87
	30	57	72	81	86
	25	54	70	80	85
*Interpolate as necessary					
Developing Urban Areas (No Vegetation Established)					
Newly graded area		77	86	91	94
Native Ground Cover					
Herbaceous – mixture of grass, weeds and low growing brush, with brush the minor element (30%-70% ground cover)			71	81	89
Herbaceous – mixture of grass, weeds and low growing brush, with brush the minor element (>70% ground cover)			62	74	85
Sagebrush with grass understory			35	47	55
Pasture, grassland or range – continuous forage for grazing		39	61	74	80
Meadow – continuous grass, protected from grazing, mowed for hay		30	58	71	78
Cultivated Agricultural Lands					
Row crops		67	78	85	89
Close-seeded or broadcast legumes or rotation meadow		58	72	81	85
Small grain crops		63	75	83	87

5.5 RATIONAL METHOD

One of the most widely used equations for the calculation of peak runoff from small basins is the Rational formula, given as follows:

$$Q = C_f CIA$$

Where: Q = Flow in cfs,
C_f = correction factor for infrequent storms,
C = a dimensionless runoff coefficient,
I = rainfall intensity in inches per hour, and
A = drainage area in acres

The Rational Method shall be applied using the procedures detailed in Section 3.2.2 of the HEC-22 Manual (**http://www.fhwa.dot.gov/engineering/hydraulics/pubs/10009/10009.pdf**). To the extent possible, the results shall be verified against observed runoff during historic rainfall events in Billings to ensure reasonableness.

5.5.1 Frequency Correction Factors

Table 5.3 lists the correction factor to be used for infrequent storm events.

Table 5.3 – Frequency Correction Factors for Rational Method

Recurrence Interval (years)	Adjustment Factor C_f
2 and 10-year	1.00
25-Year	1.10
50-Year	1.20
100-Year	1.25
NOTE: C^*C_f should not exceed 1.00	

5.5.2 Time of Concentration

The time of concentration shall be calculated using the procedures detailed in Section 3.2.2.3 of the HEC-22 Manual (**http://www.fhwa.dot.gov/engineering/hydraulics/pubs/10009/10009.pdf**). Time of concentration (T_c) should range from five minutes to 20 minutes for most basins. To the extent possible, the resulting peak flows shall be verified against observed runoff during historic rainfall events in Billings to ensure reasonableness. The final subdivision or site build-out shall be considered in determining appropriate T_c flow path. Sheet flow lengths shall be limited to no more than 150' and, unless approved by the City Engineer's Office, flow paths from backyards shall not be considered in the determination of T_c. Multiple flow path scenarios shall be evaluated in selecting the flow path which results in the shortest time of concentration, which will govern determination of the peak flow.

5.5.3 Runoff Coefficients

Runoff Coefficients to be used shall be as set forth in Table 5.4. Depending on basin area, multiple coefficients with associated flow properties may be required. A conservative approach shall be used when determining coefficient values.

Table 5.4 – Runoff Coefficients ("C") for the Rational Method

Type of Drainage Area	Runoff Coefficient, C*
Residential:	
Neighborhood areas	0.70
Single-family areas	0.50
Multi-units, detached	0.60
Multi-units, attached	0.75
Apartment dwelling areas	0.70
Industrial:	
Light areas	0.80
Heavy areas	0.90
Parks, cemeteries	0.10 – 0.25
Playgrounds	0.20 – 0.40
Railroad yard areas	0.20 – 0.40
Unimproved areas (forest)	0.10 – 0.30
Lawns:	
Sandy soil, flat, 2%	0.10
Sandy soil, average, 2-7%	0.15
Sandy soil, steep, 7%	0.20
Heavy soil, flat, 2%	0.17
Heavy soil, average 2-7%	0.22
Heavy soil, steep, 7%	0.35
Streets, parking lots and other paved areas:	
Asphaltic and concrete	0.95
Brick	0.85
Drives, walks and roofs	0.95
Gravel Areas	0.70-.85

*Higher values are usually appropriate for steeply sloped areas and longer return periods as infiltration and other losses have a proportionally smaller effect on runoff in these cases.

5.6 EPA SWMM RUNOFF METHOD

The EPA SWMM runoff method is widely accepted and is typically used for large complex projects or subdivisions. The results from this method shall be verified for reasonableness through comparison to the results of other accepted methods including the SCS Hydrograph Method and/or the Rational Method. To the extent possible, the results shall also be verified against observed runoff during historic rainfall events in Billings to ensure reasonableness. Check with the City Engineer for approval to use this method.

5.7 MODIFIED RATIONAL METHOD

The Modified Rational Method was developed (Poertner, 1974) with the intent of using the rational method for sizing of storage facilities on small watersheds. The Modified Rational Method approximates the volume of runoff for various storm durations, with peak flows based on the time of concentration for each respective duration and a triangular approximation of the runoff hydrograph for each. The

difference between the volume of runoff into the facility and the outflow from the facility, computed for the various storm durations is used to establish the maximum required detention storage.

This simplified approach is more valid for small basins such as rooftop drainage, parking lots, or other small components of development, with contributing areas less than 5 acres.

The City developed and prefers the use of their Modified Rational Method spreadsheet. This spreadsheet is available on the City's website (**https://ci.billings.mt.us/567/Stormwater-Management**).

5.8 COMPUTER AIDED DESIGN SOFTWARE

The City of Billings will allow the use of other computer aided design software programs for large, complex developments. However, designer shall provide a detailed, written explanation, within the body of the CDP, detailing selection of input parameters, description for how program calculates results, and a detailed explanation of those results. Appurtenant results pages shall be provided in an appendix of the CDP.

Chapter 6 - Hydraulic Analysis and Design

6.1 APPLICATION

This chapter provides criteria to be used in the design of public storm drainage infrastructure including inlets, manholes, storm drain, open channels, culverts, and bridges to safely convey storm runoff for projects within the City of Billings.

6.2 GUTTER FLOW

The primary purpose of streets is for traffic and the use of streets for storm runoff must therefore be restricted. However, streets are an integral part of the urban drainage system and may be used for transporting a limited amount of storm runoff. The City allows the use of streets for drainage within the limitations specified in Tables 6.1 and 6.2. Street classifications are specified on the current Functional Classification Map developed by the City of Billings. This map can be found on the City's website (**http://ci.billings.mt.us/DocumentCenter/View/1998**).

Table 6.1 – Allowable Use Of Streets For Minor Storm Runoff

Street Classification	Maximum Street Encroachment
Local	No curb overtopping. Flow may spread to crown of street.[1]
Collectors	No curb overtopping. Flow spread must leave at least one, 11' lane free of water, five feet either side of the street crown. [1]
Arterials	No curb overtopping. Flow spread must leave at least two, 11' lanes free of water, ten feet each side of the street crown or median. [1]
Arterials (more than 6 lanes)	No curb overtopping. Flow spread must leave at least four, 11' lanes free of water, twenty feet each side of the street crown or median. [1]

[1]Where no curbing exists, encroachment shall not extend beyond property lines, except at drainage easements.

Table 6.2 – Allowable Use Of Streets For Major Storm Runoff

Street Classification	Maximum Depth
Local and Collectors	The depth of water at the gutter flowline shall not exceed 18 inches. Residential dwellings and public, commercial, and industrial buildings shall not be inundated at the ground line unless flood-proofed.
Arterials	To allow for emergency vehicles, the depth of flow at the street crown shall be no more than six inches. Residential dwellings and public, commercial, and industrial buildings shall not be inundated at the ground line unless flood-proofed.

6.2.1 Hydraulics

Gutter flow encroachment and hydraulics shall be evaluated using the methods presented in Section 4.3 of the HEC-22 Manual (**http://www.fhwa.dot.gov/engineering/hydraulics/pubs/10009/10009.pdf**).

6.2.2 Minimum Gutter Slope

Gutters shall be constructed at slopes no flatter than 0.4 percent for retrofit conditions and 0.6 percent for new construction. For new gutter sections in vertical curves, the k-value shall be less than or equal to 167 to provide for adequate drainage. If the k-value exceeds 167, special consideration shall be given to promote drainage.

6.2.3 Inlet Spacing and Location

6.2.3.1 General

The interception capacity of inlets and required spacing shall be determined in accordance with the procedures described in Sections 4.3 and 4.4 of the HEC-22 Manual.

- Recommended Locations for inlets
  - Prior to pedestrian crossings
  - At low points in the gutter grade
  - Where significant flows from off the right-of-way are expected
  - On horizontal curves where a change from normal crown to super-elevation may cause water to sheet-flow across the road
  - Where lay-down curb (e.g., at approaches) may allow the flow to escape and cause flooding
  - Where necessary to maintain gutter flow widths and depths within the allowable limits set forth in Tables 6.1 and 6.2
  - Mid-block inlets within subdivisions, shall be located along property lines to minimize impacts to future driveways and other development features
  - Where a curbed roadway crosses a bridge, the gutter flow should be intercepted and not permitted to flow onto the bridge.

6.2.3.2 Inlet Types

Allowed storm inlet types include grated and combination (grated with curb opening or grated with curb opening plus slotted drain) inlets. The City of Billings standard inlets include Type II inlets in sag locations and Type III inlets for on-grade installations (See City of Billings Standard Modifications; **https://ci.billings.mt.us/569/Standard-Mods**). For streets without curb and gutter, these inlets may not be appropriate and another inlet may be selected with City approval.

- Inlets in sag locations – inlet capacity in sump locations shall reflect 50 percent plugging by debris (design capacity equals 50 percent of the theoretical capacity).

- Inlets at on-grade locations – inlet capacity on-grade shall reflect 25 percent plugging by debris, (design capacity equals 75 percent of the theoretical capacity).

- Inlets installed within the right-of-way, or are adjacent to trails, sidewalks, and bike lanes must have grates that are designated for pedestrian and bicycle traffic. Approval from the City is required for inlets within the right-of-way that are not designated for pedestrian and bicycle.

- The capacity of an inlet shall be checked against the capacity of the inlet lateral pipe to ensure that the lateral pipe has adequate capacity to convey the inlet(s) capacity.

6.2.3.3 Sediment Filters

Sediment filters may be required by the City in locations with high sediment loads. Sediment filters must be properly maintained, including semiannual replacement schedules. Improper maintenance of sediment filters will be subject to City recourse as outlined in City Code, Chapter 28. Sediment filters may decrease flow capacity of the inlet. The inlet capacity calculations should consider the filter manufacturer's capacity restrictions of the inlet, if filters are required.

6.3 STORM DRAIN

6.3.1 Hydraulics

Use the methods set forth in Chapter 7 of the HEC-22 Manual for the hydraulic design of storm drains, except as modified herein (**http://www.fhwa.dot.gov/engineering/hydraulics/pubs/10009/10009.pdf**).

6.3.1.1 Freeboard Requirements

Storm drains shall be designed to operate in a non-pressurized (non-surcharged) flow condition during the Minor storm. Storm drains may be designed to surcharge during Major storm events; however, surcharging shall not result in a hydraulic grade line (HGL) elevation higher than the criteria listed in Table 6.2.

6.3.1.2 Diameter, Slope, and Velocity Limits

Minimum slopes for storm drain pipes shall be as required to maintain a full-flow velocity of at least 2.5 feet per second during the Minor Storm Event. Maximum full-flow velocity shall be limited to 12 feet per second in storm drain mains during the Minor Storm Event.

Minimum diameter for storm drain main lines and laterals, which will be part of the public storm drainage system, shall be 12 inches. Minimum diameter for private connections into the public storm drainage system shall be 6 inches as discussed in Section 6.3.5. Pipe sizes shall normally increase in the downstream direction and transitions from smaller pipes to larger pipes shall occur by matching the inside top (crown) of the pipes where practicable. Where it is not possible to match crowns, the 80-percent diameter points of the pipes shall be matched, where practicable; or, upon approval from the City Engineer's Office, inverts may be matched if the HGL does not exceed the street elevation.

6.3.1.3 Maintenance Access

All stormwater pipe and facilities shall be accessible for operation and maintenance by the City of Billings, Homeowners' Association or private business.

When vehicle access is necessary, for facilities constructed outside of the street section, access roads shall be provided in dedicated access easements. The minimum clear driving lane width of access roads is 12 feet. Access roads shall have a maximum grade of nine percent and shall be constructed with gravel, pavement, concrete or an appropriate all-season surface.

Gates and/or bollards are required when necessary to restrict access to stormwater facilities. Cables and/or chains stretched across access roads are not acceptable.

6.3.1.4 Manning "n" Values

The Manning's "n" value used for the design of storm drains shall be as shown in Table 6.3.

Table 6.3 – Manning's Coefficients (n) for Storm Drain Conduits		
Pipe Material	Roughness or Corrugation	Manning's n
Concrete Pipe	Smooth	0.013
Concrete Boxes	Smooth	0.015
Spiral Rib Metal Pipe	Smooth	0.013
Corrugated Metal Pipe, Pipe-Arch and Box	2-2/3 by 1/2 in Annular 2-2/3 by 1/2 in Helical 6 by 1 in Helical 5 by 1 in 3 by 1 in 6 by 2 in Structural Plate 9 by 2-1/2 in Structural Plate	0.027 0.023 0.025 0.026 0.028 0.035 0.037
Poly Based Thermoplastic	Smooth Corrugated	0.015 0.025
PVC Based Thermoplastic	Smooth	0.011

*Published values may differ; however, values presented in this table assume long term use of pipe which leads to increased roughness. Manufacturer recommendations shall be used if values are higher than presented above.

6.3.2 Materials

Storm drains shall be constructed and installed as represented by the City of Billings Standard Modifications to the Montana Public Work Standard Specifications (MPWSS) (**https://ci.billings.mt.us/569/Standard-Mods**).

6.3.3 Access Manholes

6.3.3.1 General

Access manholes are required when joining pipes of different types, sizes, at horizontal or vertical bends in the alignment, at lateral connections, and at the upstream terminus of storm drain mains.

6.3.3.2 Required Size

The required minimum manhole size shall be as shown in Table 6.4.

Table 6.4 – Minimum Allowable Manhole Size	
Storm Drain Diameter	Manhole Diameter
12" to 24"	4'
27" to 36"	5'
42"	6'
48" and larger	Junction box or Tee Manhole

Larger manhole diameters or a junction box may be required when storm drain alignments are not straight through or where lateral pipes enter the manhole. The number and size of pipes that may be connected to any single manhole is limited in order to maintain the integrity of the structure. For angled connections or those with several pipes on the same plane, a larger manhole than set forth in the Table 6.4 may be required. For structural integrity, minimum undisturbed wall (edge of pipe

opening to edge of pipe opening) shall be 8 inches and for 72-inch and larger diameter structures, the minimum undisturbed wall between openings shall be 12 inches; unless otherwise allowed by the manufacturer's engineer.

6.3.3.3 Required Spacing

The maximum manhole spacing along storm drains is as set forth in Table 6.5.

Table 6.5 – Maximum Allowable Manhole Spacing

Storm Drain Diameter	Maximum Spacing
12" to 36"	400'
42" to 60"	500'
66" and Larger	600'

6.3.3.4 Maximum Manhole Depth

Manhole depths shall not exceed 20 feet without special safety provisions such as intermediate platforms and minimum diameter risers of 48 inches.

6.3.3.5 Drop Manholes

The difference between the highest trunk line pipe invert entering a manhole and the invert leaving shall not exceed 24 inches. Manholes exceeding 24 inches of fall shall be designed as drop manholes. Drop manholes with drop heights exceeding six feet shall be designed with high strength (6,000 psi) concrete.

6.3.4 Clearance from Other Utilities

The following utility clearances shall be maintained where possible. All clearances are based on the outside edge of the storm drain to the outside edge of the other utilities. For additional information, refer to the Infrastructure Layout diagram listed in the City's Standard Modifications Drawings.

- Horizontal clearances from storm main:
  - Cable TV, Gas, Power — 5 feet
  - Sewer — 6feet
  - Telephone, Fiber Optics — 5 feet
  - Water — 12 feet
- Vertical clearances from storm main:
  - Cable TV, Gas, Power — 1 feet
  - Sewer — 1 feet
  - Telephone, Fiber Optics — 1 feet
  - Water — 1.5 feet
  - Misc. Private Utilities — 1 feet
- Water main crossings shall be designed to prevent freezing due to minimal clearance from storm drains.
- Avoid crossing other utilities at highly acute angles. The angle measure between utilities shall be between 45 and 90 degrees.

6.3.5 Private Drainage System Connections

Private drainage system connections to the public storm drain system shall be approved by the City and shall comply with the following criteria. Such connections shall be entirely owned and maintained to the main by development in which the connection was installed and/or services.

- All private stormwater connections shall include backflow prevention to prevent stormwater from the City's storm drain system from surcharging onto private property. Backflow preventer must be installed on-site and not within the public right-of-way.
  - Minimum pipe diameter discharging to the City's storm drain system shall be 6 inches with a minimum slope of 1 percent to provide adequate scour velocity. The maximum pipe diameter allowed will depend on an evaluation of the capacity of the City's storm drain system and approval from the City Engineer's Office.
  - Directly connected pumped connections to the City's storm drain system are not allowed. Developments may install a pump to mitigate stormwater runoff per the requirements of this manual; however, stormwater runoff shall be pumped to a manhole or other feature prior to making a gravity connection to the City's system.
  - Lateral connections within the public right-of-way shall be made at right angles.
- Private connections to the City storm drain shall be made by the following (in order of preference):
  - Core-drill or appropriate fitting directly on the main line; or
  - Connecting to an adjacent catch basin/manhole. Connection shall only be made with approval from the City Engineer's Office if it is deemed such connection is in the best interest of the City.

6.3.6 Outfalls

6.3.6.1 General

- Use the methods set forth in Chapter 7.1.5 of the HEC-22 Manual, as modified herein.
- Invert elevations of outfalls shall be no lower than the bank-full water surface elevation (2-yr flood) in open channels or streams, where practicable.
- Outfalls downstream of detention facilities shall be designed to prevent backwater into those facilities.
- Outfalls within ditches/drains shall be constructed with fire-proof material.

6.3.6.2 Erosion Protection

- Erosion protection is required at the outlet to prevent erosion of the outfall channel bed and bank.

6.3.6.3 Energy Dissipation/Rip-Rap

- Where flow velocities exceed 10 feet-per-second at the outfall, during the Minor Storm (when the outfall conduit is running at design capacity), energy dissipation, in addition to erosion protection may be required to minimize erosion. Design energy dissipation measures in accordance with FHWA HEC-14, "Hydraulic Design of Energy Dissipaters for Culverts and Channels" (**https://www.fhwa.dot.gov/engineering/hydraulics/pubs/06086/hec14.pdf**).

- Rip-Rap size and classification shall be based upon flow rates to be mitigated. Rip-Rap sizing shall follow MDT's guidelines within their Standard Specifications, Division 700:

http://www.mdt.mt.gov/other/webdata/external/const/specifications/2014/division_700.pdf

6.3.6.4 Maintenance Access

- All stormwater pipe and facilities shall be accessible for operation and maintenance by the City of Billings, Homeowners' Association or private business.

  When vehicle access is necessary, for facilities constructed outside of the street section, access roads shall be provided in dedicated access easements. The minimum clear driving lane width of access roads is 12 feet. Access roads shall have a maximum grade of nine percent and shall be constructed with gravel, pavement, concrete or an appropriate all-season surface.

  Gates and/or bollards are required when necessary to restrict access to stormwater facilities. Cables and/or chains stretched across access roads are not acceptable.

6.4 OPEN CHANNEL CONVEYANCES

6.4.1 General

New or altered channels shall be lined with grass, rocks or other erosion resistant materials. Concrete or asphalt shall not be used unless approved by the City Engineer.

Design open channels in accordance with the methods provided in Chapter 5 of HEC-22 except as modified herein. Boulevard swales are considered a category of Open Channel Conveyances and are discussed in more detail in Chapter 7.

6.4.2 Clearance

Channels shall be located no closer than ten feet from any structure foundation as measured horizontally from the edge of the swale at the top of freeboard elevation.

6.4.3 Erosion Control

Channel segments shall be designed according to the permissible tractive force (shear stress) methodology set forth in Section 5.3 of HEC-22 and Hydraulic Engineering Circular 15 (**http://www.fhwa.dot.gov/engineering/hydraulics/pubs/10009/10009.pdf**, **http://www.fhwa.dot.gov/engineering/hydraulics/pubs/05114/05114.pdf** , respectively)

Both the bare soil condition immediately following construction and the anticipated vegetated conditions of the channel shall be evaluated. If the channel is determined to be unstable during the Minor Storm for either of these conditions, the appropriate long-term, temporary, and transitional linings shall be installed.

Erosion control structures, such as check drops or check dams, may be required to control flow velocities.

The grass species selected for seeding shall conform to requirements set forth in the Montana Public Works Standard Specifications and the City of Billings Standard Modifications.

6.4.4 Freeboard Requirements

A minimum freeboard of one-foot from the water surface during Major Storm event to the top of bank shall be provided for open channel conveyances.

6.4.5 Low-Flow Channels

Low flow channels shall be included in the channel cross section to carry sustained low flows and frequent storm events in a confined sub-section of the larger channel. A pipe may also be used to mitigate sustained low flows.

6.4.6 Friction Factors (n)

Use Manning's roughness factors (n) set forth in Table 5-1 of HEC-22. The design shall consider the channel roughness both immediately after construction and when vegetation is fully established. Roughness factors, which are representative of unmaintained channel conditions, shall be used for the analysis of water surface profiles. Roughness factors, which are representative of well-maintained channel conditions, shall be used to determine maximum velocity.

6.4.7 Side Slopes

Side slopes shall be no steeper than 4H:1V for maintained grass-lined channels, 3H:1V for unmaintained native grass-lined channels and 2H:1V for riprap-lined channels.

6.4.8 Maintenance Access

Provide maintenance access for inspection, mowing operations, and debris removal by conventional equipment along the length of the conveyance channel. The type of equipment needing access is dependent on the size of the channel. Large channels will need access for dump trucks and loaders. For small ditches, foot or pick-up truck access may suffice. Channels may need to be offset within the easement to facility maintenance.

6.4.9 Operation & Maintenance of Private Open Channels

Open channels require periodic maintenance. The degree of maintenance is dependent on the location, the specific type of facility, and the liner material (grass, rock, etc.).

Maintenance of open channels is required to insure the conveyance capacity of the facility is maintained and that channel erosion does not occur. The condition of open channels should be checked on a periodic basis, especially after large storms or extended periods of high flow or immediately following periods of high intensity winds (erosion may occur during high flows, from scour caused by localized debris blockage or from debris blown into the channel). Debris should be removed to prevent channel plugging, channel scour and loss of channel conveyance. Erosion shall be repaired or stabilized.

Vegetated channels shall be maintained to ensure that vegetation does not limit the conveyance capacity of the facility. If conveyance restrictions are apparent, the vegetation should be trimmed to restore capacity.

Emergent vegetation (spirogyra, elodea, watercress, etc.) in conveyance channels may also become a problem if it is allowed to constrict the conveyance capacity of the facility. Vegetation above the ordinary high water mark shall also be monitored primarily for its ability to retain bank stability without reducing channel capacity at maximum design flows.

6.5 CULVERTS

Culverts are used to convey water in irrigation ditches and natural drainage-ways under City Streets and trails. Culverts shall be designed using the methods set forth in the Federal Highway Administration (FHWA) Hydraulic Design Series No. 5 (HDS-5), "Hydraulic Design of Highway Culverts", Publication No. FHWA-NHI-01-020 except as modified herein (**http://www.fhwa.dot.gov/engineering/hydraulics/pubs/12026/hif12026.pdf**).

6.5.1 Street Overtopping

Culverts shall be sized such that the depth of street overtopping is limited as set forth in Table 6.6.

Table 6.6 – Allowable Street Overtopping Depths at Culvert Crossings

Street Classification	Minor Storm	Major Storm
Local and Collector	None	Six inches at the street crown. Residential dwellings and public, commercial, and industrial buildings shall not be inundated at the ground line unless flood-proofed.
Arterial	None	No overtopping allowed. Provide 1-ft of clearance between the crown of the culvert and the water surface elevation where practicable, for drainage basins greater than one square miles.

6.5.2 Headwater Depth

The headwater (HW) depth shall be limited according to the following ratios to diameter (D):

- For culverts with a cross sectional area less than or equal to 30 square feet: HW/D ≤1.5
- For culverts with a cross sectional area greater than 30 square feet: HW/D ≤ 1.2

Culverts must also be sized without creating significant flow constriction, such that existing channels upstream are not overtopped during the design flow event.

6.5.3 Allowable Velocities

Culverts shall be designed to maintain a minimum velocity of 2.5 feet-per-second during the Minor Storm to prevent sediment accumulation and shall be designed with a minimum slope of 0.5 percent, where practicable.

Culverts shall be sized to limit velocities in order to minimize erosion potential during the Major Storm Events. For exit velocities in excess of 10 feet-per-second during the Major Storm, energy dissipation, in addition to erosion protection may be required to minimize erosion. Design energy dissipation measures in accordance with FHWA HEC-14, "Hydraulic Design of Energy Dissipaters for Culverts and Channels" (**https://www.fhwa.dot.gov/engineering/hydraulics/pubs/06086/hec14.pdf**).

6.5.4 Materials

Culverts shall be constructed of materials approved by the City as represented by the City of Billings Standard Modifications to the Montana Public Work Standard Specifications (MPWSS) (**https://ci.billings.mt.us/569/Standard-Mods**).

Culvert wall strengths and coatings shall be suitable for the soil conditions, design depths, and trench details. Culvert strength shall be designed assuming HS-20 live load capacity unless unique conditions of the crossing warrant a higher load capacity (i.e., HS-25 or E-80).

When an abrasive bed load is anticipated or when velocities exceed 10 feet per second, protective measures shall be implemented to limit pipe damage. Corrosion, abrasion and other appropriate observations of field conditions shall also be considered in determining appropriate culvert materials and joint types. Corrosion resistance shall be evaluated based on minimum resistivity, pH, sulfate content and chlorine content of the soil and groundwater.

6.5.5 End Treatments

Culverts shall be designed with appropriate end treatments at their inlets and outlets such as flared end sections, headwalls, or wingwalls to provide smooth transitions to/from the drainage channel or ditch and to conform to embankment slopes. In addition to the pipes, end treatments installed within ditches/drains shall be fire-proof. Erosion protection or energy dissipaters shall be provided as necessary to limit erosion due to turbulent flow and high velocities. Depending on the culvert location, a safety grate or trash rack may need to be installed.

6.5.6 Maintenance Access

Provide maintenance access to the upstream and downstream ends of culverts for inspection and debris removal.

6.6 BRIDGES

Hydraulic sizing for bridges across major drainages shall conform to the requirements of the Montana Department of Transportation (MDT).

Chapter 7 - Runoff Control Facilities

7.1 APPLICATION

This chapter provides criteria for design of runoff control facilities including detention basins, retention/infiltration basins, and boulevard swales. These facilities are used to control the quantity of runoff discharged from the project site by storing runoff and slowly releasing water through an outlet structure by evaporation and infiltration or conveyance measures. These runoff control facilities may also be used in conjunction with water quality treatment facilities discussed in Chapter 8. Storage requirements related to runoff control vary with the project classification as discussed in Chapter 2.

7.2 DETENTION BASINS

Detention basins can be designed as a standalone facility, also known as a dry basin, where runoff is routed over time until the basin completely drains out. They can also be designed to "stack" on top of water quality facilities such as retention/infiltration basins or wet basins where temporarily stored runoff will drain down to the original wet basin water surface elevation or to the top of the retention/infiltration basin designed to store the water quality volume (WQV). Further details of these water quality facilities are provided in Chapter 8.

Design of detention basins shall follow the procedures presented in Chapter 8 of the HEC-22 Manual, as modified herein (**http://www.fhwa.dot.gov/engineering/hydraulics/pubs/10009/10009.pdf**).

7.2.1 Groundwater

Anticipated groundwater levels must be addressed in the design to ensure that sufficient capacity will be available in the basin, above the historic, seasonally-high water table, for storage of stormwater runoff. For standalone detention basins, the historic, seasonally-high water table level shall be a minimum of three feet below the bottom of basin to avoid saturated conditions which interfere with proper maintenance of the facility.

Further details on required groundwater evaluations and suggested sources of information are provided in Appendix D.

7.2.2 Basin Geometry

- Maximum water depth at any time shall not exceed 6 feet for detention basins. The maximum water depth can exceed 6 feet only in those cases where a detention basin is "stacked" on top of a water quality wet basins or wetland. Freeboard above the design storm in the amount of 1 foot is required when designing detention ponds.

- Side slopes shall be no steeper than 4H:1V for maintained grass-lined sections, 3H:1V for unmaintained native grass-lined sections and 2H:1V for riprap-lined sections.

- The slope of the pond bottom shall be no less than 2% to promote drainage across grassed surfaces.

- ❖ The maximum water surface elevation during the Major Storm shall be no less than one foot below the adjacent ground, window well, finished floor, top of foundation or any other entry point vulnerable to flooding for residential dwellings and public, commercial, and industrial buildings.

- ❖ Safety benches should be considered with larger detention basins to provide a shallow area for people and animals that inadvertently enter the open water, to exit the basin.

7.2.3 Maximum Drain-Down Time

Detention basins are used to limit discharge from the site to an allowable runoff rate as discussed in Chapter 2. The water surface in the facility shall return to the pre-storm level within 72-hours after cessation of the major storm.

7.2.4 Low-Flow Channels

Dry detention basins shall be constructed with low-flow channels that have a capacity of 1 to 3 percent of the Minor Storm inflow rate and with a minimum longitudinal slope of 0.5 percent. The bottom of the basins shall be sloped at a 2 percent minimum grade towards the low-flow channel to facilitate drainage. A piped configuration may be used in lieu of a dedicated above-ground low-flow channel.

7.2.5 Multi-Purpose Use

Detention facilities designed for multi-purpose use (sport courts, neighborhood parks, play areas, picnic areas, etc.) are allowed. Multi-use amenities shall be anchored to prevent floatation.

Runoff from more frequent storms shall be stored separately from the multiple use areas. These separate storage areas should, at a minimum, be sized to store the water quality storm volume.

The developer shall make arrangement for maintenance of such amenities unless such responsibility is accepted by the City of Billings.

7.2.6 Set Backs

- ❖ Detention basins shall be located:
  - ➢ Such that the facility does not interfere with underground utilities, utility easements, floodplains, etc.; and,
  - ➢ Such that adequate access, maintenance and operations needs (including construction considerations with full replacement) are met and adjacent facilities are protected. The geotechnical and hydrogeological report, detailed in Appendix D, shall identify subsurface impacts to surrounding soils, groundwater, and adjacent facilities or structures. Guidelines in Appendix D will affect the setback for detention basins.
  - ➢ Designer shall check ARM 17.36.323 and DEQ Circular 8 for additional setback standards.

7.2.7 Water Quality Treatment

Stormwater runoff from the water quality event shall be routed through a sediment trap, sediment forebay, or other appropriate water quality BMP, detailed in Chapter 8, prior to discharging to the

detention basin in order to facilitate removal of transported sediments and debris. If other potential pollutants such as oils, grease, or fuel (gasoline and diesel) could be present in the site runoff, it may also be necessary to provide added measures to remove these contaminants.

The facility shall be protected from high sediment loads during construction and until site vegetation has established.

7.2.8 Outlet Control Structures

Outlet control structures shall be designed using the criteria and methods set forth in Chapter 8 of the HEC-22 Manual, as modified herein.

- Minimum orifice diameter without screening is six inches. Screening shall be provided to prevent blockage for orifices of smaller diameter.

- Where safety or debris is an issue, install removable trash and safety racks at outlet orifices, pipes, and weirs.

- Design the outlet structure to minimize the potential for clogging. Consider using perforated pipes with gravels as a filter to prevent clogging, where appropriate.

- The minimum diameter for outlet conduits shall be 12 inches. Anti-seep collars shall be placed on outlet conduits through embankments.

7.2.9 Emergency Overflow & Spillways

Use the criteria set forth in Chapter 8.4.4.4 of the HEC-22 Manual as modified herein. All detention storage facilities shall include a provision for non-erosive control of overflows. Overflows from the Major Storm event shall be directed to a safe discharge path to protect adjacent and downstream properties from damage.

Discharge leaving the site shall be at the same location and have the same characteristics as pre-developed flows. Offsite easements may be required per Table 2.3.

7.2.10 Vegetation & Landscaping

Detention basins shall be landscaped to provide for slope stability, erosion control, and low maintenance. Landscape materials shall be compatible with use in a stormwater detention facility and associated water quality treatment facility. Utilize plant species native to the Billings area to the maximum extent practicable. In general, basins shall be irrigated and either seeded or installed with sod to provide an amenity to the community.

Floatable or erodible material (i.e., wood chips, straw mulch, etc.) shall not be allowed within the basin. The interiors of the basin shall be stabilized with gravel, rock, and vegetation.

Vegetation on basin embankments shall be limited to shallow rooted varieties. Points of inflow to the basin shall be armored to prevent erosion.

7.2.11 Maintenance and Maintenance Access

- Maintenance shall be performed by the HOA or commercial site owner, unless this responsibility is accepted by the City. Further details are provided in Appendices E and F.

- Maintenance will be required to remove invasive plants and debris accumulated at inlet and outlet structures.

- Stormwater detention basin outlet control structures shall be accessible for maintenance and operation. When vehicle access is necessary, access roads shall be provided in dedicated access easements or right-of-way of at least 20 feet wide. The minimum clear driving width of access roads shall be 12 feet and the minimum turn-around radius shall be 25 feet or hammerhead. Access roads shall have a maximum grade of nine percent and shall be constructed with gravel, pavement, concrete or an appropriate all-season surface.
  - Gates and/or bollards are required when necessary to restrict access to stormwater facilities. Cables and/or chains stretched across access roads are not acceptable.

7.3 RETENTION/INFILTRATION BASINS

Retention basins and infiltration basins are very similar in function and consist of a basin with the only means of emptying being through evapotranspiration and infiltration. Retention and Infiltration basins are used to control runoff, but are also used to provide water quality treatment by filtration into the soil. This section discusses the design criteria for retention/infiltration basins for both runoff control and water quality treatment of the water quality volume (WQV). Further details of the water quality design are discussed in Chapter 8. A subsurface infiltration facility (boulder pit) example is found within Appendix G.

Retention/infiltration basins can either be constructed as open systems or subsurface systems. Open systems typically includes excavation of a basin designed to slowly infiltrate the collected runoff into the underlying soil. Subsurface retention/infiltration basins take the form of boulder pits, vault systems, and injection wells which are typically used on sites with limited available space.

7.3.1 Geotechnical/Hydrogeological Evaluation

A geotechnical/hydrogeological evaluation conducted in accordance with Appendix D is required to support the design of retention/infiltration basins for both runoff control and water quality treatment purposes. The evaluation shall be conducted at and below the bottom elevation to minimum depths specified at the location of the proposed basin to characterize native soils, groundwater conditions, and adjacent facilities and structures. The assessment shall demonstrate the feasibility of infiltration and to assess potential risk of stormwater infiltration. Infiltrated stormwater must not adversely affect groundwater levels or flow at property boundaries. The level of data required will be dependent on the amount of stormwater to be managed, the type of infiltration system proposed, and the surface and subsurface soil conditions at the site. The assessment will be conducted by a professional with experience collecting and analyzing hydrogeological data.

- The Developer shall demonstrate through: 1) infiltration testing; 2) soil logs; and 3) a written opinion of a licensed civil/geotechnical engineer or qualified hydrogeologic professional that

sufficiently permeable soils exist on the site for an infiltration system meeting the requirements herein to function properly with the site-specific conditions. The preferred methods for determining infiltration rates are presented in Appendix H.

- The infiltration rate shall be measured at a depth equal to the proposed bottom grade of the facility. A factor of safety of 2.0 shall be applied to the measured infiltration rate in arriving at the design infiltration rate. Follow procedures in Appendix H for determining infiltration rates.

- Geotechnical/Hydrogeological report shall identify the appropriate proximity of infiltration system in relation to adjacent facilities and structures. Developer shall collect sufficient data to identify hydrogeological conditions that have the potential to allow shallow lateral movement of infiltrated water; (i.e., high permeability soil layer, underlain by a low permeability soil layer). The report will contain sufficient data and detail to demonstrate that proposed infiltration systems will not impact any facilities and that any impacts will be limited to the subject property. Where hydrogeological conditions exist that indicate potential impacts to facilities or structures by infiltrated stormwater, infiltration systems may not be considered as appropriate for stormwater management.

Refer to Appendix D and H for additional requirements.

7.3.2 Limitations

- Retention/Infiltration basins may not be approved for use where hydrogeological conditions exist that indicate the potential for infiltrated stormwater to impact on- or off-site facilities or structures and where potential impacts will not be confined to the property.

- Not appropriate for use with tight clays or other soils with low infiltration rates or in areas with a shallow water table.

7.3.3 Groundwater

The depth to the historic, seasonally-high water table, bedrock, hardpan or other impermeable layer shall be no less than three feet below the bottom of basin to allow for infiltration of the runoff. Where impermeable soils are near the bottom of the retention/infiltration basin, it may be possible to use of a permitted Class V injection well to augment infiltration (See Section 7.3.8).

In some instances it may be appropriate to "key" the bottom of the sub-surface infiltration system into a sand or gravel lens, which may coincide with groundwater, to achieve manageable infiltration rates. In situations such as this, the runoff generated by the water quality storm shall be mitigated in a separate system where direct interaction with groundwater is avoided. See Appendix G for reference.

Further details of required groundwater evaluations are provided in Appendix D.

7.3.4 Basin Geometry

- Maximum water depth at any time shall not exceed 6 feet for an open retention/infiltration basin. Safety benches should be considered with larger retention/infiltration basins to provide a shallow area for people and animals that inadvertently enter the open water, to exit the basin.

- Open retention/infiltration basin side slopes shall be 4H:1V or flatter for maintained grass-lined sections, 3H:1V for unmaintained native grass-lined sections and 2H:1V for riprap-lined sections.

- Embankment fill slopes shall be no steeper than 3H:1V and preferably 4H:1V or flatter.

- Subsurface retention/infiltration basins shall be sized based upon the porosity of the fill material within the facility and not on the void ratio of the fill material.

- The maximum water surface elevation during the Major Storm shall be no less than one foot below the adjacent ground, window well, finished floor, top of foundation or any other entry point vulnerable to flooding for residential dwellings and public, commercial, and industrial buildings.

7.3.5 Maximum Drain-Down Time

- Retention/Infiltration basins are used to treat and control runoff from the site to meet criteria discussed in Chapter 2. The basin shall completely drain the captured runoff from the Major storm within 72-hours after cessation of the storm.

- If the retention/infiltration basin is used in combination with a detention basin to control the quantity of runoff, the total draw-down time for the facility shall not exceed 72-hours.

7.3.6 Multi-Purpose Use

Retention/infiltration facilities designed for multi-purpose use (sport courts, neighborhood parks, play areas, picnic areas, etc.) may be allowed where the hydrogeological conditions are appropriate. Multi-use amenities shall be anchored to prevent floatation.

Runoff from more frequent storms shall be stored separately from the multiple use areas. At a minimum, use the water quality storm to size these separate storage areas.

The developer shall make arrangement for maintenance of such amenities unless such responsibility is accepted by the City of Billings.

7.3.7 Set Backs

- Retention/Infiltration basins shall be located:

  - Such that the facility does not interfere with underground utilities, utility easements, floodplains, etc. ; and,

  - Such that adequate access, maintenance and operations needs (including construction considerations with full replacement) are met and adjacent facilities are protected. The geotechnical and hydrogeological report, detailed in Appendix D, shall identify subsurface impacts to surrounding soils, groundwater, and adjacent facilities or structures. Guidelines in Appendix D will affect the setback for detention basins.

- Designer shall check ARM 17.36.323 and DEQ Circular 8 for additional setback standards.

7.3.8 Injection Wells

- Stormwater injection wells (as classified by EPA) may be considered for use in conjunction with retention/infiltration systems to improve the overall infiltration rate. These wells can be used where shallow low permeability soils overly more permeable soils and prevent direct infiltration of stormwater into the underlying soils which are capable of accepting the volume and rate of stormwater infiltration necessary to meet the requirements of this manual. An example of a stormwater injection well is provided in Appendix G.

- Depending on design of the subsurface retention/ infiltration system, the system may be classified as a Class V EPA injection well. A Class V well by definition is any bored, drilled, or driven shaft, or dug hole that is deeper than its widest surface dimension, or an improved sinkhole, or a subsurface fluid distribution system (an infiltration system with piping to enhance infiltration capabilities). Developer is responsible to determine if proposed sub-surface retention/infiltration systems are covered under the EPA Underground Injection Control Program as a Class V well. Developer shall obtain and submit appropriate permit as necessary prior to approval from the City.

7.3.9 Water Quality Treatment

Stormwater runoff from the water quality event shall be routed through a sediment trap, sediment forebay, or other appropriate water quality BMP, listed in Chapter 8, prior to discharging to the retention/infiltration basin in order to facilitate removal of transported sediments and debris. If other potential pollutants such as oils, grease, or fuel (gasoline and diesel) could be present in the site runoff, it may also be necessary to provide added measures to remove these contaminants. More information on these BMPs is discussed in Chapter 8 and/or Appendix A of this manual.

- Retention/Infiltration basins shall have sufficient capacity to store at least the entire WQV (see Chapter 8).

- Retention/Infiltration basin shall be designed to fully drain within 72-hours.

- If the retention/infiltration basin is used in combination with a detention basin to control the quantity of runoff, the total draw-down time for the facility shall not exceed 72-hours.

- The Retention/Infiltration basin shall be protected from high sediment loads during construction and until site vegetation is established.

7.3.10 Maintenance & Maintenance Access

- Maintenance shall be performed by the HOA or commercial site owner, unless this responsibility is accepted by the City. Further details are provided in Appendices E and F.

- Infiltration facilities shall be accessible for operation and maintenance. When vehicle access is necessary, for facilities constructed outside of the street section, access roads shall be

provided in dedicated access easements of 20-foot minimum width. The minimum clear driving width of access roads shall be 12 feet and the minimum turn-around radius shall be 25 feet or hammerhead. Access roads shall have a maximum grade of nine percent and shall be constructed with gravel, pavement, concrete or an appropriate all-season surface.

- Approval of retention/infiltration systems shall obligate the owner to repair, replace, or reconstruct the system if it fails to operate as designed. The maintenance and operation schedule for retention/infiltration systems shall include such a provision. As described in Section 1.2, Developer may be required to mitigate system deficiencies beyond the required warranty period, if the deficiencies were found to be the result of improper design, construction, or maintenance. Additionally, if the system fails to function, during Minor and Major storm events, as described in the analysis required in Section 3.1.2.3, Developer may be required to mitigate deficiencies beyond the warranty period.

- Failure to maintain retention/infiltration systems will be subject to the terms set forth in the agreement for the subdivision or commercial site.

7.4 Boulevard swales

Boulevard swales are primarily used in subdivisions without conventional curb/gutter street sections. Boulevard swales are designed to control runoff by either collecting runoff from the street and adjacent areas, storing the runoff, and then infiltrating into the native soil or conveying runoff to a detention/retention or other approved facility. Boulevard swales typically have contributing drainage areas typically less than 1 acre. Boulevard swales shall be designed to accommodate the worst-case runoff scenario which is typically immediately following initial construction of the development, prior to build-out. Boulevard swales should not be confused with water quality swales discussed in Chapter 8, which are used for water quality treatment designed around a water quality flow (WQF).

7.4.1 Locations

- Boulevard swales are commonly placed along roadways or property lines in a manner that integrates the swale with adjacent infrastructure, landscaping and water quality features.

- Boulevard swales shall be located within the right-of-way or dedicated storm drainage easement.

7.4.2 Geotechnical/Hydrogeological Evaluation

Geotechnical/Hydrogeological investigations for boulevard swales shall follow the same criteria as retention/infiltration basins described in section 7.3.1. The geotechnical/hydrogeological investigation shall be conducted at and below the bottom elevation and location of the proposed swale. See Appendix D and H for additional requirements.

7.4.3 Groundwater

The historic, seasonally-high water table level shall be a minimum of three feet below the bottom of boulevard swale to prevent saturation which hampers proper maintenance of the facility.

Further details required for groundwater evaluations can be found in Appendix D.

7.4.4 Basin Geometry

- The boulevard swale shall use a trapezoidal cross section with side slopes no steeper than 4H:1V for maintained grass-lined sections, 3H:1V for unmaintained native grass-lined sections and 2H:1V for riprap-lined sections.

- The minimum bottom width shall be 1-ft.

- The swale must be designed to control runoff in accordance with the requirements presented in Chapter 2.

- The maximum water surface elevation during the Major Storm shall be no less than one foot below the adjacent ground, window well, finished floor, top of foundation or any other entry point vulnerable to flooding for residential dwellings and public, commercial, and industrial buildings.

7.4.5 Maximum Drain-Down Time

- Boulevard swales used for retention shall be designed to fully drain within 72-hours after cessation of the Major storm.

7.4.6 Culverts

- Culverts installed in boulevard swales shall be designed in accordance with the requirements of Section 6.5 of this manual and the City of Billings' standard drawing for drive approaches.

7.4.7 Landscaping and Vegetation

- The boulevard swales shall be either planted with vegetation sufficient to provide full ground coverage or shall be landscaped with rock.

- Vegetation shall be comprised of drought-tolerant grasses or shall be supplemented with a sprinkler system.

7.4.8 Maintenance & Maintenance Access

- Boulevard swales shall be protected from high sediment loads during construction and until vegetation is established in the swale and on adjacent areas contributing runoff. This may require periodic cleaning of the boulevard swale until vegetation is fully established.

- Maintenance for swales and associated culverts shall be addressed in the HOA or by the adjacent property owner and shall follow the requirements set forth in the SIA and Appendix E and F. Maintenance requirements shall address vegetation heights, mowing, watering, fertilizing and frequency for sediment removal and erosion repairs.

- If access from the adjacent public right-of-way is not available, an access easement to the swale shall be provided to facilitate inspection, monitoring, and maintenance. Appropriate access shall be considered when accounting for maintenance of culverts within the swale.

- Failure to maintain boulevard swales will be subject to the terms set forth in the agreement for the subdivision.

Chapter 8 - Permanent Water Quality Treatment

8.1 APPLICATION

The City of Billings has an active General Permit for Storm Water Discharges with Small MS4's on record with the Montana Department of Environmental Quality. This chapter presents the requirements for the implementation and use of post-construction Best Management Practices to ensure compliance with the City's General Permit requirements. Compliance with this section does not require water quality monitoring, or quantitative estimates of pollutant load removal. However, the use of a performance-based approach whereby the principles and objectives of stormwater pollutant control are addressed and applied is required.

8.2 WATER QUALITY VOLUME

The Water Quality Volume (WQV) is the amount of stormwater runoff from a rainfall event that should be captured and treated to remove the majority of stormwater pollutants on an average annual basis. The WQV is based on the first half inch of rainfall per the City's current General Permit with DEQ. Pollutants typically come from the impervious area and therefore the unified stormwater equation will be used to calculate the water quality volume (WQV):

$$\boldsymbol{WQV = \frac{(P)(Rv)(A)}{12}}$$

Where:

WQV = Water Quality Volume, in acre-feet
P = Water Quality Rainfall Depth, inches (0.5-inches)
Rv = the unitless runoff coefficient, Rv = 0.05 + 0.9(I)
I = the percent impervious cover draining to the facility, in decimal
A = total site area draining to the structure, in acres

8.3 WATER QUALITY FLOW

The Water Quality Flow (WQF) is used to determine a flow rate associated with the WQV, for sizing flow-based treatment systems (e.g. Treatment Swales, Flow-Through Devices, etc…). The WQF is calculated using the WQV and the Natural Resource Conservation Service (NRCS) runoff method as discussed in Chapter 5. The WQF is calculated using the following equation:

$$\boldsymbol{WQF = \frac{12(q_u)(WQV)}{640}}$$

Where:

WQF = Water Quality Flow Rate, in cfs
q_u = unit peak discharge, in cfs/mi²/inch (see Table 8.3)
WQV = water quality volume, in acre-feet

Table 8.3 – NRCS Unit Peak Discharge	
Time of Concentration (minutes)*	q_u (cfs/mi²/inch)
6	1010
12	800
18	676
24	592
30	529
45	424
60	357

*Either round down to the nearest time of concentration or interpolate for intermediate times of concentration.

8.4 SELECTION OF PERMANENT WATER QUALITY BMPS

In coordination with the Montana Department of Environmental Quality and Montana's other MS4 Municipalities, the *Montana Post-Construction Storm Water BMP Design Guidance Manual (September, 2017)* was created as a means for the development community to design and construct stormwater features that ensures development meets the water quality requirements of the General Permit.

The BMP's listed in Chapter 5 of the *Guidance Manual* were developed to specifically meet the requirements of the General Permit. It is the City's understanding that if a developer constructs post-construction stormwater features per the methodology in the *Guidance Manual,* the development's site will be compliant with the General Permit. If a stormwater feature is not constructed per the *Guidance Manual*, it is the developer's sole responsibility to ensure their site specific post-construction BMP meets the requirements of the General Permit.

The *Montana Post-Construction Storm Water BMP Design Guidance Manual (September, 2017)* can be viewed on the City's website (**https://ci.billings.mt.us/567/Stormwater-Management**).

Chapter 9 - Erosion and Sediment Control

9.1 APPLICATION

This section provides criteria for selection, design, installation, and maintenance of temporary sediment and erosion control Best Management Practices (BMPs) to reduce impacts from construction activities to surface waters, public rights-of way and adjacent properties.

9.2 SWPPP AND NOI REQUIRED SUBMITTALS

In accordance with City Ordinance 28-100, if a project meets the criteria below, a SWPPP (Stormwater Pollution Prevention Plan) and NOI (Notice of Intent) shall be submitted to both the City of Billings and Montana Department of Environmental Quality (MTDEQ) for acceptance. The SWPPP and NOI shall be submitted to the City prior to any grading on the site and prior to submittal to MTDEQ. The SWPPP and NOI submittal to MTDEQ shall be the same as prepared for the City of Billings.

The MTDEQ, in accordance with federal regulations, requires submittal of a SWPPP and NOI in compliance with the General Permit for public and private projects that:

- Disturb one (1) acre or more of land; or
- Are part of a larger master plan development or subdivision that will ultimately disturb one (1) acre or more of land (including Subdivisions and Master Plan reviews, as required by the Billings Municipal City Code (BMCC))
- Section 28-401(a), BMCC requires a SWPPP and NOI be submitted for any construction activity on properties within 50 feet of any water course. This includes irrigation and drainage ditches identified as state waters.

Forms for the SWPPP and NOI can be found on MTDEQ's website (**http://deq.mt.gov/Water/WPB/mpdes/stormwaterconstruction**). The General Permit requires the SWPPP and NOI permit holder to:

- Be identified within the NOI and match the Owner of the SWPPP. A Certified SWPPP Administrator is required for all construction projects requiring an NOI and SWPPP and shall be identified within the NOI and SWPPP.
- Maintain and update the SWPPP to reflect changes on the construction site.
- Specify the inspection frequency. Inspections of storm water and erosion controls shall be every 7 days or every 14 days and following each storm event of 0.25" or more.
- Maintain inspection records and provide the records upon request by the City and/or MTDEQ.
- Maintain and modify temporary BMPs to reflect current conditions of the job site and update site plans and SWPPP language during inspections.
- Achieve stabilization and remove all temporary BMPs once 70% of the disturbed area is revegetated.
- File a Notice of Termination (NOT) upon stabilization of the site.

9.3 CONSTRUCTION LESS THAN ONE-ACRE

Construction activity disturbing areas less than one acre shall be required to implement BMPs and good housekeeping practices to minimize impacts including, but not limited to, erosion and sediment transport into public right-of-way or onto adjoining property. Homebuilders/contractors are responsible for managing BMPs on individual lots within a subdivision and/or master plan area and are required to follow the requirements in the NOI and SWPPP for the property.

9.4 BEST MANGAGEMENT PRACTICES (BMP)

Temporary erosion and sediment control best management practices (BMPs) for construction sites in the City of Billings may be selected, designed, and installed using the methodology discussed in the most current edition of the Montana Department of Transportation Erosion and Sediment Control Best Management Practices Manual. This manual provides guidelines for applications, limitations, effectiveness, materials, design & installation, inspection & maintenance, and removal of temporary BMPs. These manuals are available on MDT's website (**https://www.mdt.mt.gov/publications/docs/manuals/env/bmp-manual-jan15.PDF**).

In addition, the Montana Department of Environmental Quality developed the *Storm Water Management During Construction Field Guide for Best Management Practices* reference document which may help in developing a BMP plan. Please contact their office for a copy of this document.

9.5 CONSTRUCTION ADJACENT TO WATERWAYS

In addition to a SWPPP and NOI application, if construction activities are planned on or near a waterway in Montana, one or several permits may be required. For the purpose of this manual, a waterway is defined as a ditch, drain, creek, stream, river or wetland. Conservation districts, along with participating resource agencies, developed a joint application form that includes the requirements of the following agencies and their required permits:

1. Conservation Districts (local government) - 310 permits
2. MT Fish, Wildlife and Parks (state government) - SP 124 permits
3. Floodplain Administrators (Building Department) - floodplain permits
4. US Army Corps of Engineers (federal government) - Section 404/Section 10 permits
5. MT Department of Environmental Quality (state government) - 318 (turbidity) Authorizations
6. MT Department of Natural Resource and Conservation (state government) - Navigable river land use licenses and easements.

The joint application can be found on DNRC's website (**http://dnrc.mt.gov/licenses-and-permits/stream-permitting**).

Chapter 10 - Bibliography

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The Ohio State University. Stormwater Management Program Post Construction BMP Operation and Maintenance Guidance Manual. December 1, 2009.

Georgia Stormwater Management Manual –Volume 1 Stormwater Policy Guidebook. First Edition. August, 2001

Appendix A
Additional Requirements for Commercial Site Developments

Per Section 2.1.4, some commercial sites require additional stormwater runoff treatment. The table and text below identifies such facilities and the pollutant removal criteria.

Oil Treatment Required if:	Nutrient Treatment Required if:	Metals Treatment Required if:
1. Fueling Stations and similar type facilities	1. Nurseries	1. Fueling Stations and similar type facilities
2. Commercial or industrial properties storing or transferring 1,500 gallons or more of petroleum chemicals	2. Lawn care/ fertilizer facilities	2. Properties zoned control heavy industrial
3. Properties zoned control heavy industrial	3. Agricultural facilities	3. Vehicle maintenance/ equipment repair facilities
4. Vehicle maintenance/ equipment repair facilities	4. Animal Care facilities	4. Hydraulic equipment storage areas
5. Hydraulic equipment storage areas	5. City determined necessary	5. City determined necessary
6. City determined necessary		

Oil Treatment*

Oil treatment is required for all high use and high traffic areas regardless of the impervious area. Oil treatment facilities need only be located to treat stormwater which may contain oil and grease. Oil treatment facilities are not required to treat runoff from clean roofs, landscaped areas, or other areas which are separated from or not subject to surfaces which may contain oil or grease. Some high traffic areas may generate sufficient quantities of oil to threaten water quality, but the quantities may be insufficient for many oil control BMPs to be effective; therefore these properties may employ different BMPs than are recommended for high-use areas.

The oil control facilities are intended to achieve the goals of no ongoing or recurring visible sheen, and to have a Total Petroleum Hydrocarbon (TPH) concentration no greater than 10 mg/l.

Nutrient Treatment*

Nutrient, typically nitrogen and phosphorus, treatment is required at all nurseries, lawn care/fertilizer, agriculture, and animal care facilities over 1 acre in size. Nutrient treatment BMP facilities shall be sized to treat all stormwater discharging to the BMP. Nutrient treatment is not required for runoff which does not come in contact with chemical storage and application areas or areas inaccessible to animals. Treatment should achieve 50% reduction of total phosphorus and 35% reduction of total nitrogen, depending on influent concentrations and design.

Metals Treatment*

Metals are typically in the form of particles, and are generally removed with basic treatment requirements which remove total suspended solids. Therefore, properties requiring metals treatment should already be treated through TSS treatment. In the event that dissolved metals are reaching water bodies through stormwater runoff, additional control measures, such as filters may be required at such facilities. Metals removal should be from 20 to 85% depending on design, metal state (i.e., dissolved), influent concentration, etc.

*It is the responsibility of the developer to ensure site complies with DEQ, EPA or other agencies which may have regulations not specified in this manual.

Appendix B
Preliminary Drainage Report

The purpose of the preliminary drainage report is to describe and illustrate the preliminary solutions to the drainage problems which may occur on-site and off-site as a result of the development or any phase of the development. The drainage report shall be submitted during the subdivision process with the application for Preliminary Plat.

Preliminary drainage reports shall provide an appropriate level of detail to address drainage issues and present the overall plan for the property. The report shall be based on the following outline and include appropriate background information, supporting data, calculations and plan drawing(s).

TITLE PAGE

1. Type of Report (Concept)
2. Project Name
3. Prepared for/by
4. Date
5. P.E. Seal and Signature

INTRODUCTION

1. Location
    a. City, County, State Highway and local streets within and adjacent to the site, or the area to be served by the drainage improvements.
    b. Names of surrounding developments, properties or landmarks.
2. Description of Property
    a. Area in acres
    b. Ground cover (type of ground cover and vegetation)
    c. Existing land uses and known and foreseeable future land uses
    d. Topographic features, steepness of slopes
    e. Major drainage ways and receiving channels
    f. Existing drainage facilities
    g. Flood Hazard Zones
    h. Geologic Features (if applicable)
    i. Previous drainage studies for the property (if any)
3. Proposed Project Description
    a. Land uses
    b. Changes to existing facilities
    c. Changes to floodplains
    d. Proposed system improvements
4. Drainage Criteria
    a. Minor and Major Storm Analysis
    b. Geotechnical/Hydrogeological Analysis
    c. Hydrologic Methods
        i. Rainfall
        ii. Design Storms
        iii. Runoff methods and computer models
    d. Hydraulic Methods
        i. Design standards
        ii. Hydraulic models

iii. Detention Pond sizing

e. State or Federal Regulations (if applicable).

HISTORIC DRAINAGE SYSTEM

1. Major Basin Description
    a. Reference to major drainage way planning studies such as flood hazard delineation report, major drainage way planning reports, and flood insurance rate maps.
    b. Major basin drainage characteristics and structures, existing and planned land uses within the basin.
    c. Summary of off-site and on-site basin characteristics and runoff rates.

PROPOSED DRAINAGE SYSTEM

1. Design Concepts
    a. Discussion of concept and typical drainage patterns.
    b. Discussion of compliance with off-site runoff considerations.
    c. Discussion of proposed drainage patterns and improvements including streets, storm sewer, culverts, open channels and detention storage.
    d. Discussion of the content of tables, charts, figures, plates, or drawings presented in the report.
    e. Discussion of geotechnical and hydrogeological impacts of development.

SUMMARY

1. Relation to off-site drainage features.
2. Summary of proposed improvements.
    a. Storm sewer
    b. Culverts
    c. Open channels
    d. Detention Storage
    e. On-site and off-site impact and mitigation measures
3. Floodplain impacts.
4. State or Federal regulations.
5. Compliance with applicable regulations and standards.

REFERENCES

Reference all criteria, master plans, and technical information used in support of concepts and calculations.

APPENDICES Background Data

1. Floodplain maps
2. Applicable reports or report excerpts.
3. Key correspondence with adjacent property owners or utilities.

PRELIMINARY REPORT DRAWING CONTENTS

All drawings shall be submitted as back-up materials with the Preliminary Plat. A map shall be provided in sufficient detail to identify drainage flows entering and leaving the development and general drainage patterns. The map shall identify any major facilities from the property (i.e., development, existing detention facilities, culverts, storm sewers) along the flow path to the nearest major drainage way.

Floodplain Information: The location of the subject property shall be included with the report. All major drainage ways shall have the floodplain defined and shown on the report drawings.

Drainage Plan shall show the following:

1. Existing topographic contours at two (2) feet maximum intervals. The contours shall extend a minimum of one-hundred (100) feet beyond the property lines.
2. All existing drainage facilities.
3. Approximate flooding limits based on available information.
4. Conceptual major drainage facilities including detention basins, storm sewers, swales, riprap, and outlet structures in the detail consistent with the proposed development plan.
5. Major drainage boundaries and sub-basin boundaries.
6. Any off-site features influencing development.
7. Proposed flow directions and, if available, proposed contours.

Appendix C
Final Drainage Report

The purpose of the Final Drainage Report is to present the final design details for the drainage facilities discussed in the Preliminary Drainage Plan. Any changes to the preliminary concept must be presented and fully explained.

Drainage plan shall provide an appropriate level of detail to address the drainage issues and present sizing and locations for all proposed improvements. The report shall be based on the following outline and include appropriate background information and supporting data and calculations and plan drawing(s).

TITLE PAGE

1. Type of Report (Final)
2. Project Name
3. Prepared for/by
4. Date

CERTIFICATION PAGE (found in Appendix G)

1. Project Name
2. P.E., P.G., P.H. Seal and Signature

INTRODUCTION

1. Location
    a. City, County, State Highway and local streets within and adjacent to the site, or the area to be served by the drainage improvements.
    b. Names of surrounding developments, properties or landmarks.
2. Description of Property
    a. Area in acres
    b. Ground cover (type of ground cover and vegetation)
    c. Existing land uses and known and foreseeable future land uses
    d. Topographic features, steepness of slopes
    e. Major drainage ways and receiving channels
    f. Major drainage ways and receiving channels
    g. Existing drainage facilities
    h. Flood Hazard Zones
    i. Geologic Features (if applicable)
3. Previous drainage studies for the property (if any)
    a. Proposed Project Description
    b. Land uses
    c. Changes to existing facilities
    d. Changes to floodplains
    e. Proposed system improvements
    f. Right-of-way conveyance or acquisition required
4. Drainage Criteria
    a. Application Standards or exceptions
    b. Minor and Major Storm Frequencies
    c. Hydrologic Methods

i. Rainfall
ii. Design Storms
iii. Runoff methods and computer models
iv. Geotechnical/Hydrogeological Analysis (Attach Reports)

d. Hydraulic Methods
i. Design standards
ii. Hydraulic models
iii. Detention Pond sizing

e. State or Federal Regulations (if applicable)

HISTORIC DRAINAGE SYSTEM

1. Major Basin Description
   a. Reference to major drainage way planning studies such as flood hazard delineation report, major drainage way planning reports, and flood insurance rate maps.
   b. Major basin drainage characteristics and structures, existing and planned land uses within the basin.
   c. Summary of off-site and on-site basin characteristics and runoff rates.
2. Sub-Basin Description
   a. Discussions of historic drainage patterns of the property.
   b. Discussion of off-site drainage flows and flow patterns and impact on development under existing and fully developed basin conditions.
   c. Summary of off-site and on-site basin characteristics and runoff rates.

PROPOSED DRAINAGE SYSTEM

1. Design Concepts
   a. Discussion of minor and major drainage patterns, impacts, flows and volumes.
   b. Discussion of compliance with off-site runoff considerations.
   c. Discussion of proposed drainage patterns and improvements including streets, storm sewer, culverts, open channels and detention storage.
   d. Discussion of the tables, charts, figures, drawings, etc. presented in the report.
2. Design Details
   a. Discussion of problems encountered and solutions at specific design points.
   b. Discussion of detention storage and outlet design.
   c. Discussion of maintenance and access aspects of the design.
   d. Discussion of impacts of concentrating the flow on the downstream properties.
   e. Summary of basin characteristics and runoff rates.
   f. Discussion of geotechnical and hydrogeological impacts of development.
   g. Discuss flooding hazards and describe minimum building elevations.

SUMMARY

1. Relation to off-site drainage features.
2. Summary of proposed improvements.
   a. Storm sewer

b. Culverts
c. Open channels
d. Detention Storage
e. Geotechnical/Hydrologic impacts
f. On-site and off-site impacts and mitigation measures

3. Floodplain impacts.
4. State or Federal regulations.
5. Compliance with applicable regulations and standards.

REFERENCES

Reference all criteria, master plans, and technical information used in support of concepts and calculations.

APPENDICES

1. Background Data
    a. Floodplain maps.
    b. Applicable reports or report excerpts.
    c. Key correspondence with adjacent property owners or utilities.
2. Hydrologic Computations
    a. Land uses regarding adjacent properties.
    b. Soil types, coverage and loss coefficients
    c. Proposed land uses for project by basin.
    d. Time of concentration and runoff coefficients for each basin.
    e. Basin parameters used for modeling including basin area, length, slope, distance to centroid and routing elements.
    f. Initial and major storm runoff at specific design points for off-site and on-site flows.
    g. Off-site, historic and fully developed runoff computations at specific design points.
    h. Hydrographs at critical design points.
    i. Schematic diagram of hydrology model showing basins and routing elements and combination elements.
3. Hydraulic Computations
    a. Culvert Capacities and inlet and outlet protection.
    b. Storm sewer capacity, including energy grade line (EGL) and hydraulic grade line (HGL) elevations.
    c. Gutter capacity as compared to allowable.
    d. Storm inlet capacity including roughness coefficients, trickle channels, freeboard, hydraulic grade line, and slope protection.
    e. Check and/or channel drop placement.
    f. Detention area volume capacity and outlet capacity calculations; depths of detention basins, outlet configuration.
    g. Downstream/outfall capacity to the Major Drainage way system.
4. Miscellaneous Information
    a. Other documents relating to drainage conditions on the property.
    b. Agreements with property owners or other agencies.
    C. Permits, etc.

Appendix D
Geotechnical/Hydrogeological Report

1. The evaluation shall include at a minimum:
    a. A review of available geologic, hydrogeological, and topographic conditions to identify any site conditions that could impact the use of the storm drainage systems or the construction of sub-level structures. This review shall include all available previous geotechnical engineering reports for the development. Citations to possibly useful references are provided at the end of this appendix.
    b. Where access to adjacent properties is unavailable, the project owner shall rely upon the best known information for the area, supplemented with available information, including any existing engineering reports or studies for sites in the vicinity.
    c. A surface and subsurface reconnaissance of the site and an inspection of adjacent properties to assess potential impacts from the proposed stormwater system and to verify that the conditions are consistent with the mapped information.
    d. The level of data for the hydrogeological assessment required will be dependent on the amount of stormwater to be managed, the type of infiltration system proposed, and the surface and subsurface soil conditions at the site. The assessment will be conducted by a professional with experience collecting and analyzing hydrogeological data.
    e. An assessment of hydrogeological conditions that indicate the potential for infiltrated stormwater to impact on- or off-site, facilities or structures. The assessment will also demonstrate that impacts to groundwater elevation or flow, resulting from the proposed infiltration system will be confined to the property. **A groundwater mounding calculation shall be provided to identify the impacts of infiltrated stormwater runoff.** An example calculation method and spreadsheet is made available from the United States Geological Survey (USGS); however, other approved, similar calculation methods may be accepted. This information can be found at the following link: **https://pubs.usgs.gov/sir/2010/5102/**
    f. The Geotechnical/Hydrogeological report will contain the signed project certification cover sheet found in Appendix G.
2. The Report Narrative shall include:
    a. A brief project description including size, number of lots proposed, project location (section, township and range), and background information relevant for drainage design;
    b. A discussion of the study investigations including methods and results of field assessments, testing and analyses performed;
    c. A description of the soil units and subsurface geologic conditions on the site and in the vicinity of the site;
    d. A description of the site including surface, soil, and groundwater conditions, etc.
3. Test Method Documentation shall include:
    a. A map with the location of all subsurface field explorations, sampling locations and any in- place field tests;
    b. A description of the field test and any difficulties encountered during excavation and testing;
    c. A description of the equipment used to perform the field explorations or tests. When applicable, describe the type of fabric lining and gravel backfill used;
    d. Logs of subsurface borings shall identify the depth to groundwater, the presence of any limiting layers and the target soil layer; include test pit or excavation dimensions. Borings intended to characterize hydrogeologic conditions for infiltrations systems should extend a minimum of 10-feet below the base of the proposed

infiltration system, or a minimum of 25-feet below the ground surface, whichever is deeper;

e. Report test data documenting any infiltration testing, calculations, results problems encountered; and,
f. A description of the condition of any existing facilities being tested, noting any silt build-up, water level, connections to other structures (including distance to inverts of any interconnecting pipes), measured depths and dimensions, etc.

4. Results of field and laboratory testing conducted, including the grain size analysis represented both graphically and in tabular format;
5. A summary of field testing conducted and the measured and proposed design infiltration rates for infiltration systems. **Approved test methods for infiltration testing are found in Appendix H**;
6. Results of the sub-level structure feasibility study and a summary of the property boundary and down-gradient analysis as applicable; and,
7. A geologic cross-section of the stormwater disposal area drawn to scale, with the proposed stormwater disposal facilities superimposed on the cross-section. All relevant geologic units shall be clearly identified including the target disposal layer and limiting layers.
8. Conclusions and recommendations.
    a. The Site Plan shall include:
    b. Project boundaries (including all existing and proposed property lines);
    c. Labeled topographic contours, extending beyond the project and drainage basin. Projects in an urban area shall use a maximum contour spacing of 1 foot;
    d. Location of the soil and geologic units identified;
    e. Location of significant structures, properties or geologic features on site and in the project vicinity;
    f. Location of existing natural or constructed drainage features on site and in the project vicinity; and,
    g. Location of proposed site infrastructure including roadways and drainage features such as ponds, drywells, etc.

SUGGESTED SOURCES:

- Montana Ground Water Information Center Database: http://mbmggwic.mtech.edu/
- Lopez, D.A., and Sims, M., 2003, Areas of potential swelling-clay hazard in the Billings area, Yellowstone County, Montana: Montana Bureau of Mines and Geology Geologic Map 61D, 1 sheet, scale 1:48,000.
- Lopez, D.A., 2002, Geologic map of the Billings area, Yellowstone County, Montana: Montana Bureau of Mines and Geology Geologic Map 61A, 1 sheet, scale 1:48,000.
- Lopez, D.A., 2000, Geologic map of the Billings 30' x 60' quadrangle, Montana: Montana Bureau of Mines and Geology Geologic Map 59, 1 sheet, scale 1:100,000.
- Olson, J.L., and Reiten, J.C., 2002, Hydrogeology of the west Billings area: Impacts of land-use changes on water resources: Montana Bureau of Mines and Geology Report of Investigation 10, 32 p., 2 sheets.
- Olson, J.L., and Reiten, J.C., 2001, Basic hydrogeologic data for the West-Billings area (1999-2000), Yellowstone County, Montana: Montana Bureau of Mines and Geology Open-File Report 436, 110 p. United States Geological Survey (USGS). Scientific Investigations Report 2010-5102. Simulation of Groundwater Mounding Beneath Hypothetical Stormwater Infiltration Basins. Glen B. Carleton. http://pubs.usgs.gov/sir/2010/5102.

Appendix E
Operations and Maintenance Requirements

OPERATION AND MAINTENANCE

An Operations and Maintenance Manual is required for Subdivision and Commercial Property development. The O&M Manual summarizes the tasks required for perpetual maintenance to ensure the proper operation of stormwater facilities. The O&M manual shall include at a minimum:

- Contact information for the party responsible for O&M.
- Description of the maintenance tasks to be performed and their frequency.
- An inspection checklist to be used for annual maintenance. Template forms found in Appendix G.
- List of the expected design life and replacement schedule of each component.
- Site plan showing the overall layout of the development.
- Copy of recorded HOA Agreement and SIA, if applicable.
- Other information as necessary.

The O&M Manual shall first be submitted to the City's Environmental Affairs Division for review and comment. After acceptance by the Environmental Affairs Division, the O&M Manual shall be recorded at the Yellowstone Clerk and Recorders Office in a format acceptable to them.

Appendix F
HOA Agreement Requirements

HOMEOWNERS' ASSOCIATIONS REQUIREMENTS

For stormwater systems within subdivisions, a homeowner's association (HOA) shall be formed to maintain and operate the facilities.

A draft copy of the SIA and/or CC&Rs for the HOA in charge of operating and maintaining the facilities associated with the stormwater system shall be submitted at the time of Preliminary Plat submittal. Final copies are required at the time of initial Private Contract Submittal. The SIA/CC&Rs shall summarize the maintenance and fiscal responsibilities of the HOA. In addition, the SIA/CC&R's shall state that any proposed changes to the stormwater system/facilities shall first be approved by the City Engineer's Office. The O&M manual shall also be submitted at this time. A financial plan is required in order to provide the entity responsible for maintenance with guidance in regard to financial planning for maintenance and replacement costs. The financial plan shall include the following items:

- A list of all stormwater-related facilities and their expected date of replacement and associated replacement costs.
- Sinking fund calculations that take into consideration probable inflation over the life of the infrastructure and estimates the funds that need to be set aside annually.
- A mechanism for initiating and sustaining the sinking fund account demonstrating that perpetual maintenance of all facilities associated with the stormwater system will be sustained.

Homeowners' associations are to be non-profit organizations. A standard business license is not acceptable for this purpose. The HOA shall remain in good standing with the requirements of the State of Montana. Developer shall sign HOA Agreement stating ownership and responsibilities prior to approval of development. A template agreement is found in Appendix G.

Appendix G
Template Forms

- **STORMWATER FACILITY MAINTENANCE AGREEMENT**
- **BMP INSPECTION FORM**
- **REPORT CERTIFICATION FORM**
- **INJECTION WELL EXAMPLE**
- **BOULDER PIT EXAMPLES**

STORMWATER FACILITY
MAINTENACE AGREEMENT

The following agreement shall be used for sample purposes only. The document shall not be used directly for recording. A template document can be downloaded off the City's website (http://ci.billings.mt.us/567/Stormwater-Management).

Stormwater Facility Maintenance Agreement

THIS Agreement is made by and between the City of Billings, a municipal corporation of the State of Montana, hereinafter referred to as the "City" and _____, a Developer, as owner (including successors and assignee's of the City as may become applicable including the heirs, executors, administrators, successors and assigns of above owner(s) as may be or may become applicable), hereinafter called "Grantor," (if more than one grantor is listed above, said language herein referring thereto shall be interpreted in the plural and refer jointly and severally to such grantors).

WHEREAS, the undersigned is proceeding to build on and develop the property; and has submitted the Site Plan/Subdivision Plan know as _____ (Name of Plan/Development), located on _____ (Lot/Block/Subdivision) hereinafter called the "Plan", which is expressly made a part hereof, as approved or to be approved by the City, provides for detention of stormwater within the confines of the property; and

WHEREAS, the City and the undersigned, its successors and assigns, including any homeowners association, (hereinafter the "Landowner") agree that the health, safety, and welfare of the residents of the City, requires that on-site stormwater management facilities be constructed and maintained on the Property; and

WHEREAS, the City requires that on-site stormwater management facilities as shown on the Plan (the "Facilities") be constructed and adequately maintained by the Landowner.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants contained herein, and the following terms and conditions, the parties hereto agree as follows:

1. The Facilities shall be constructed by the Landowner, in accordance with the plans and specifications identified in the Plan.
2. The Landowner shall at all time, adequately maintain the Facilities. Such maintenance obligation shall include the obligation to properly maintain all surface and subsurface inlets, pipes, channels, structures, rock pits, vegetation, and all other improvements provided to control the quantity and quality of the stormwater within the facility. Adequate maintenance is herein defined as keeping the Facilities and all components thereof in good working condition so that these Facilities continue to perform their design functions.

3. In the event the Landowner fails to maintain the Facilities in good working condition acceptable to the City, the City may enter upon the Property and take such steps as are necessary to correct deficiencies identified in the inspection report and to charge the costs of such repairs to the Landowner. This provision shall not be construed to allow the City to erect any structure of permanent nature on the land of the Landowner outside of the easement for the stormwater management facilities. It is expressly understood and agreed that the City is under no obligation to routinely maintain or repair said facilities, and in no event shall this Agreement be construed to impose any such obligation on the

City. The Landowner grants to the City, its authorized agents and employees, a non-exclusive, perpetual easement over, across, under and through the Property for such purposes.

4. The Landowner shall perform all work necessary to keep the Facilities in good working order. In the event a maintenance schedule for the stormwater management facilities (including sediment removal) is outlined on the approved plans, the Landowner shall comply with such schedule.

5. In the event the City performs work of any nature on the Facilities in accordance with this Agreement, or expends any funds in performance of said work for labor, use of equipment, supplies, materials, and the like, the Landowner shall reimburse the City upon demand, within thirty (30) days of receipt thereof for all actual costs incurred by the City hereunder.

6. This Agreement imposes no liability of any kind whatsoever on the City and the Landowner agrees to hold the City harmless from any liability in the event the stormwater management facilities fail to operate properly.

7. This Agreement shall be recorded among the deed records of Yellowstone County, Montana, and shall constitute a covenant running with the land, and shall be binding on the Landowner, its administrators, executors, assigns, heirs and any other successors in interests, including any homeowners association.

**** Note to Reviewer: Attached to this agreement shall be required information listed in Appendix F of the City's Stormwater Management Manual. Remove this text for final document****

IN WITNESS THEREOF, the parties hereto acting through their duly authorized agents have caused this Agreement to be signed, sealed and delivered:

(Insert Company/Corporation/Partnership Name) [SEAL] Date

_____ _____

By: (Name and Title)

State of Montana
County of _____
This instrument was signed and sworn to before me
on _____ by _____
(Name of signer)

_____
(Notary Signature)
[Affix seal/stamp to the left or below]

ACKNOWLEDGMENT AND ACCEPTANCE OF CONVEYANCE

The City of Billings acknowledges receipt of this HOA Stormwater Facility Maintenance Agreement and hereby accepts the property interest conveyed through this instrument.

_____

_____,
City Administrator, City of Billings

ATTEST:

_____
(name), City Clerk

State of Montana
County of _____
This instrument was signed and sworn to before me
on _____ by _____
(Name of signer)

_____
(Notary Signature)
[Affix seal/stamp to the left or below]

POST CONSTRUCTION
BMP INSPECTION CHECKLIST

Example Inspection Forms for Post-Construction BMP's can be found in Appendix F of the Montana Post-Construction Storm Water BMP Design Guidance Manual; September 2017. The table below suppliments the Inspection Forms by indicating inspection activities and frequencies.

POST CONSTRUCTION BMP INSPECTION CHECKLIST

Activity	Schedule/Frequency
Inspect pond area for oil sheens or trash	Monthly
Inspect exterior of catch basins	Monthly and after storm events
Inspect pond area, sidewalls, and shoreline for erosion, settlement, and rodent damage	Quarterly
Inspect fences, gates and locks	Quarterly
Inspect bioswales for vegetation cover and bare areas	Quarterly
Inspect ditches, check dams, and all visible pipes and culverts for trash, obstructions and other problems	Quarterly and after storm events
Inspect inlets and outlets for trash, obstructions, and vegetation	Quarterly, and after storm events
Inspect trash racks, debris barriers, and energy dissipaters	Quarterly and after storm events
Inspect water levels in the pond	After storm events
Inspect pond area for undesirable or poisonous vegetation and noxious weeds	Semi-annually, during growing season
Pond area sediment accumulation (pond bottom)	Annually
Inspect interior of catch basins for debris and sediment	Annually
Inspect spillway for vegetation overgrowth and ease of heavy equipment access	Annually
Inspect inside catch basins, including flow restrictor/orifice plate	Annually
Inspect access ramps for ease of heavy equipment access	Annually

Prepared by RESources for Sustainable Communities for the Birch Bay Watershed & Aquatic Resources Management (BBWARM) District. This project was been funded wholly or in part by the U.S. Environmental Protection Agency under assistance agreement WS-96073401 to Whatcom County. The content of this document do not necessarily reflect the views and policies of the Environmental Protection Agency, nor does mention of trade names or commercial products constitute endorsement or recommendations for use.

REPORT CERTIFICATION FORM

(Project Title)

FINAL DRAINAGE, GEOTECHNICAL OR HYDROGEOLOGICAL REPORT (List one)

(LOCATION)

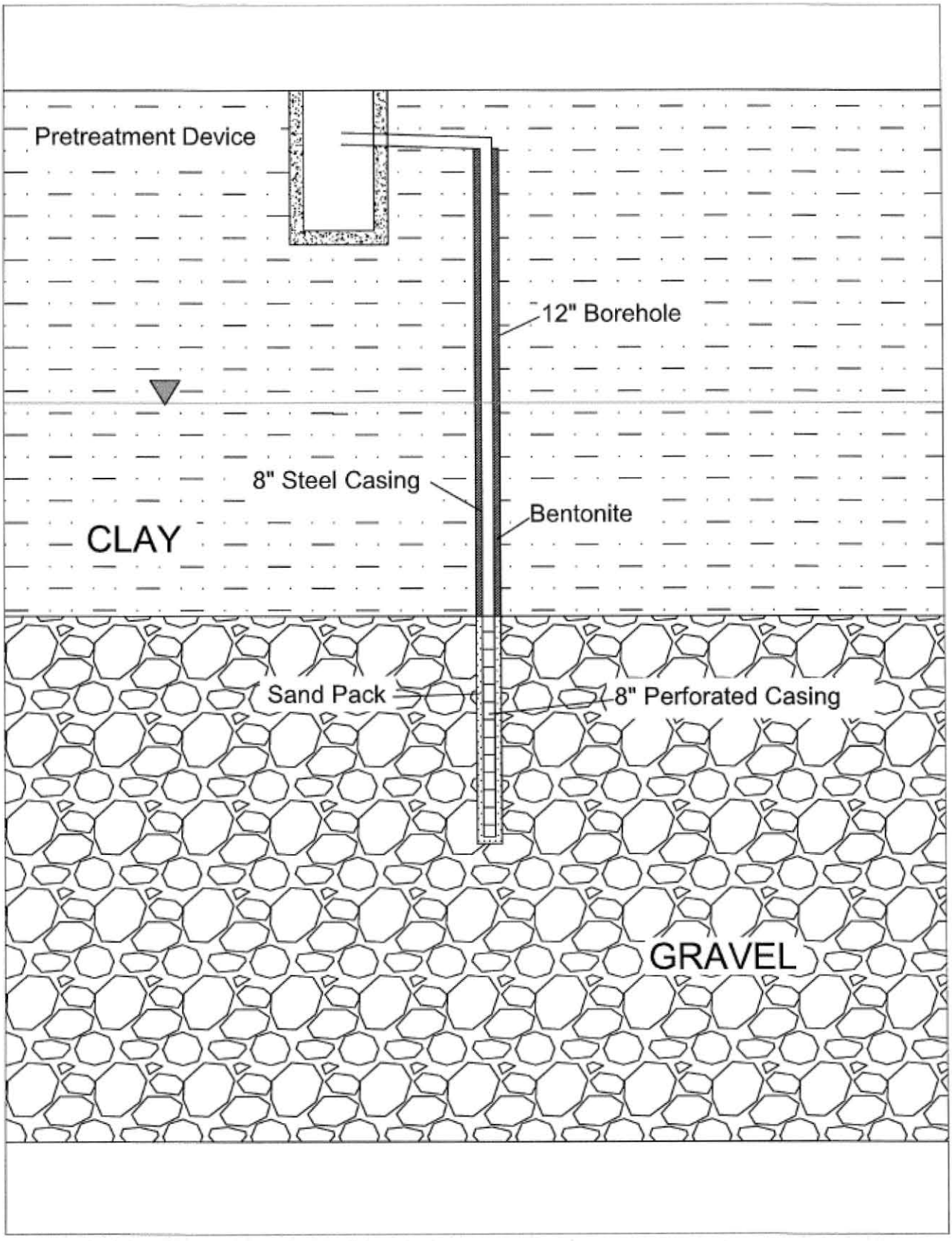
CERTIFICATION

I hereby state that this Final Drainage, Geotechnical or Hydrogeological Report (pick one) has been prepared by me or under my supervision and meets the standard of care and expertise which is usual and customary in this community of professional engineers, geologists or hydrogeologists (pick one). The analysis has been prepared utilizing procedures and practices specified by the City of Billings and within the standard accepted practices.

PE, PG or PH STAMP OR SEAL

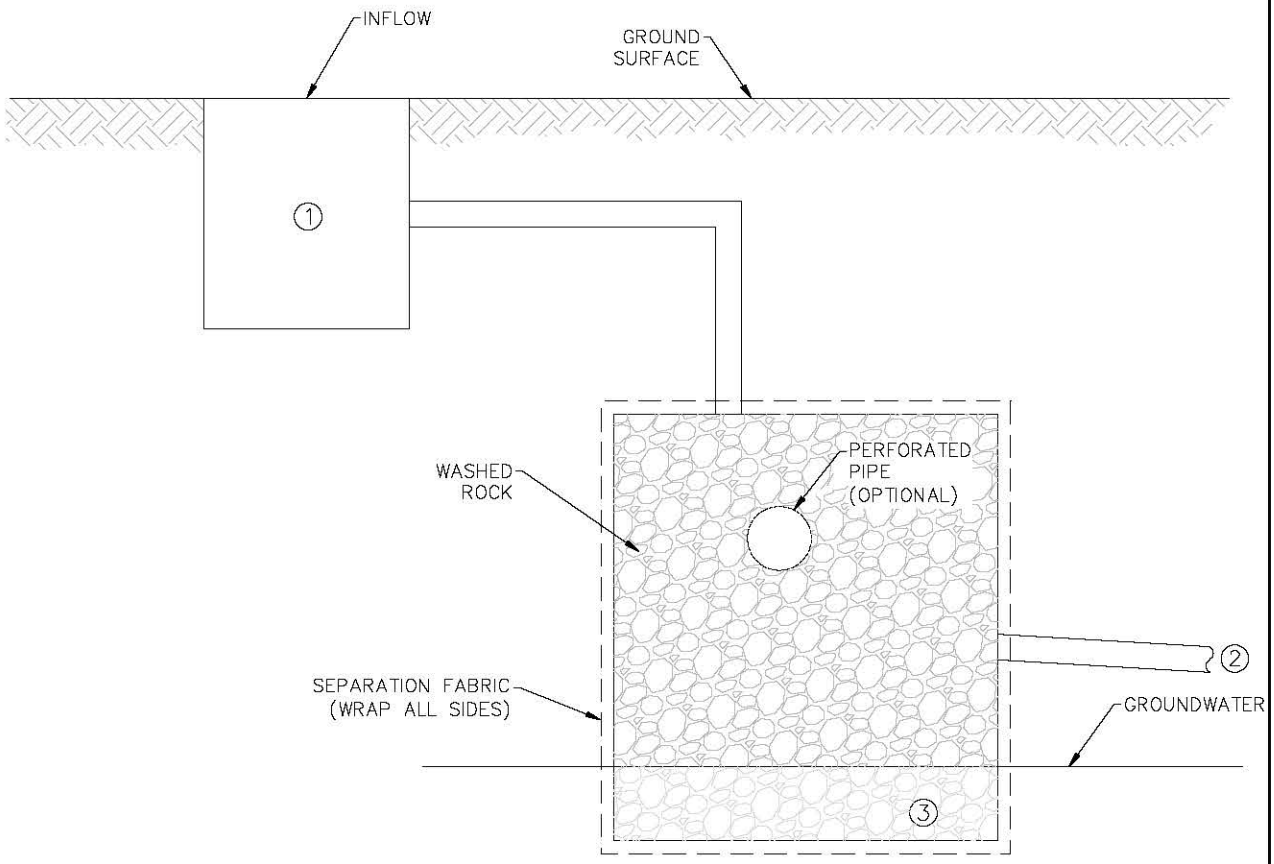
John Doe, P.E.; P.G.; P.H. Date

INJECTION WELL EXAMPLE


Pretreatment Device
12" Borehole
8" Steel Casing
Bentonite
CLAY
Sand Pack
8" Perforated Casing
GRAVEL

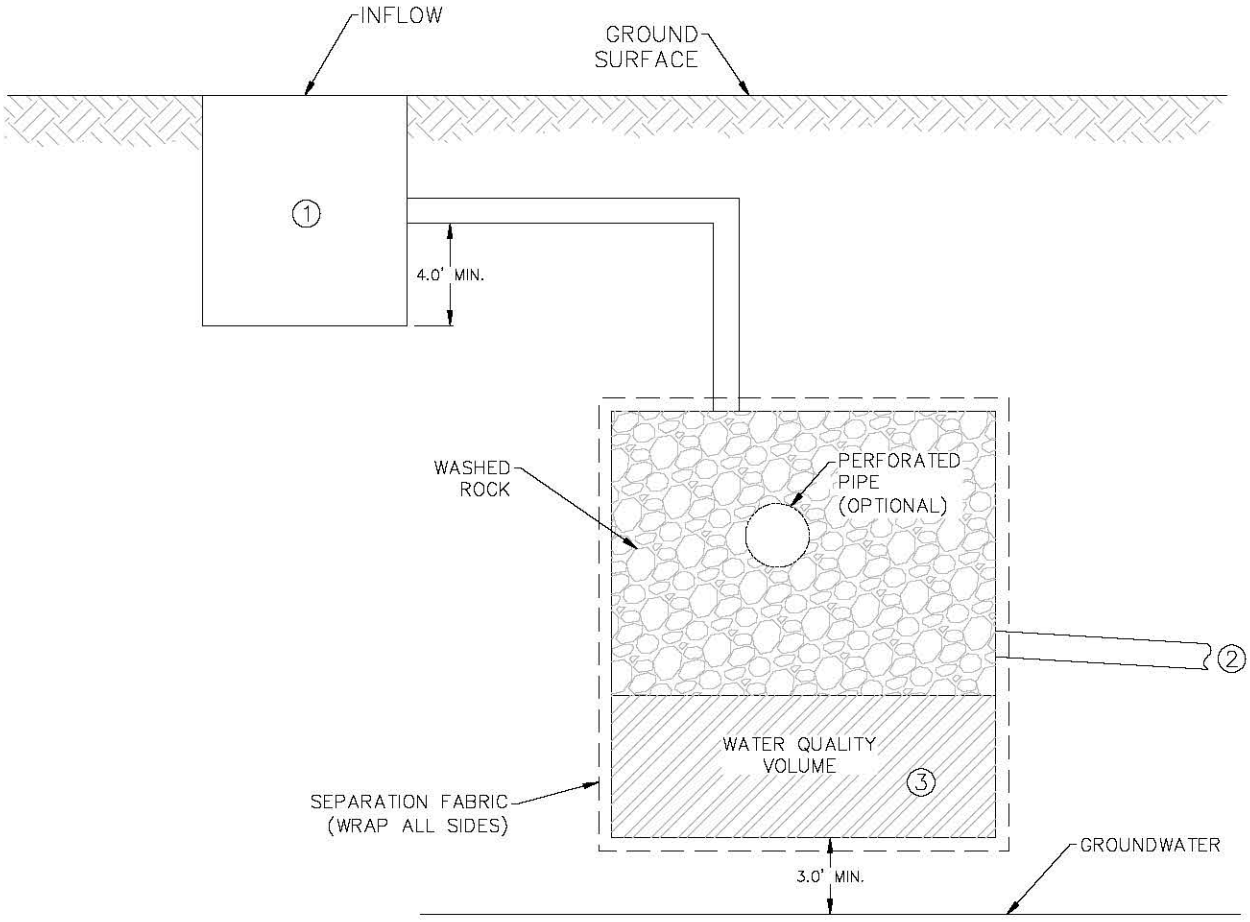
BOULDER PIT EXAMPLES

WHERE BOULDER PIT INTERACTS WITH GROUNDWATER



1. WATER QUALITY TREATMENT PER THE REQUIREMENTS OF THE MONTANA POST-CONSTRUCTION STORM WATER BMP DESIGN GUIDANCE MANUAL.
2. OUTFALL IF PERMITTED BY CITY'S SWMM.
3. VOLUME BELOW GROUNDWATER DOES NOT COUNT TOWARD OVERALL BOULDER PIT REQUIRED VOLUME STORAGE.

WHERE BOULDER PIT DOES NOT INTERACT WITH GROUNDWATER



1. PRE-TREATMENT REQUIRED TO MIMIC SEDIMENTATION FOREBAY. SHALL CONTAIN 10% OF THE WATER QUALITY VOLUME; MAY BE ACCOMPLISHED BY MORE THAN ONE DEVICE.
2. OUTFALL IF PERMITTED BY CITY'S SWMM.
3. WATER QUALITY VOLUME SHALL REMAIN BELOW INVERT OF OUTFALL PIPE.

Appendix H
Soil Infiltration
Testing Requirement

This Section adds to the infiltration testing section of the Montana Post-Construction Storm Water BMP Design Guidance Manual; however, this section shall take precedence over any discrepancies with the practices or results of the water quality Guidance Manual.

One of the following methods should be used to determine the design infiltration rate.

- Design Infiltration Rate Using the USCS Classification (non-field measured – This method is only applicable to proposed infiltration systems with less than 5,000 square feet of infiltration area)
- Encased Falling Head Test (field measured)
- Pilot Infiltration Test (field measured)
- Borehole Infiltration Test (field measured)

Design Infiltration Rate Using the USCS Classification

For infiltration systems with less than 5,000 square feet, a design infiltration rate can be selected from Table 1: Infiltration Rate Ranges for USCS Soils based on the least-permeable soil layer encountered within 10 feet of the base of the proposed infiltration system. The design infiltration rates presented in Table 1: Infiltration Rate Ranges for USCS Soils represent the ranges of infiltration rates for each soil classification. The minimum infiltration rate shall be selected as the design infiltration rate.

Table 1: Infiltration Rate Ranges for USCS Soils

Soil Description	USCS	Range of Typical Infiltration Rates (inches/hour)	
		min	max*
Well graded gravel, sandy gravel	GW	1.30	137.00
Poorly graded gravel, sandy gravel	GP	6.80	137.00
Well graded sand, gravelly sand	SW	0.80	68.00
Poorly graded sand, gravelly sand	SP	0.50	68.00
Silty gravel, silty sandy gravel	GM	1.63	13.50
Clayey sands	SC	0.05	0.78
Silty Sand	SM	0.24	0.70
Clayey gravel, clayey sandy gravel	GC	0.04	0.50
Inorganic Silts of low plasticity	ML	0.04	0.14
Clay	CL	0.00	0.01
Inorganic Silts of high plasticity	MH	0.00	0.01
Inorganic clays of high plasticity	CH	0.00	0.01

*If proposing to use maximum rates, a detailed explanation shall be provided why the maximum rates apply to development.

Encased Falling Head Test

The encased falling head test is performed with a 6-inch casing that is embedded approximately 24 inches into the native soil. The goal of this field test is to evaluate the vertical infiltration rate through a 24-inch plug of soil, without allowing any lateral infiltration. The test is not appropriate in gravelly soils or in other soils where a good seal with the casing cannot be established.

A minimum of three encased falling head tests must be conducted within the footprint of each infiltration system. For proposed infiltration systems with more than 10,000 square feet of infiltration area, one additional encased falling head test is required for each additional 10,000 square feet. Different soil types may be encountered during the soil infiltration testing; a minimum of two encased falling head tests per soil type are required. The encased falling head test locations should be evenly spaced throughout the proposed infiltration system. The results of the infiltration tests will be averaged to determine the measured infiltration rate for the infiltration system. The measured infiltration will be divided by a safety factor of 2.0 to arrive at the design infiltration rate.

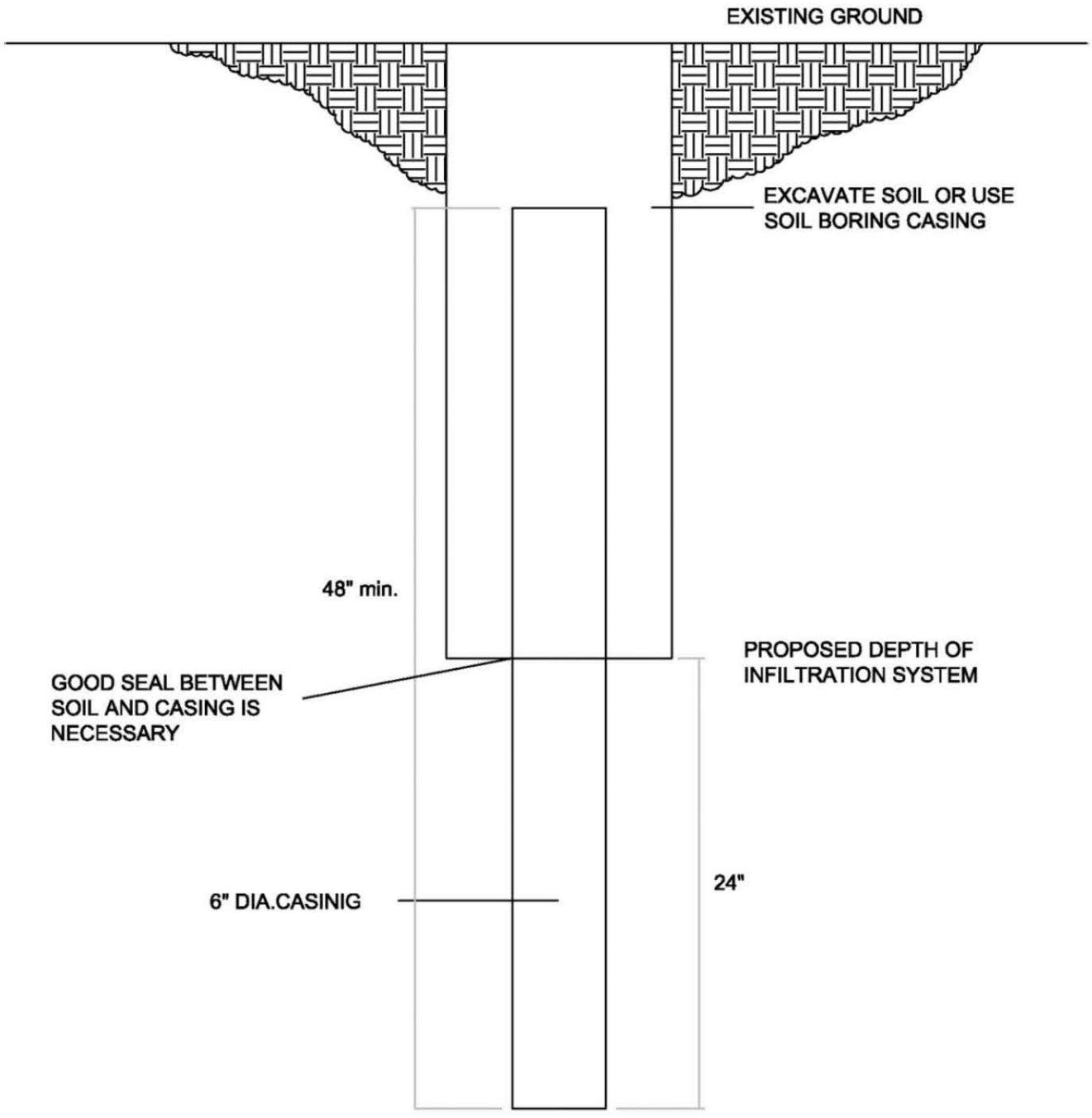
Encased Falling Head Test Procedure:

- Embed a solid 6-inch diameter casing into the native soil at the elevation of the proposed facility bottom. Ensure that the embedment provides a good seal around the pipe casing so that percolation will be limited to the 24-inch plug of the material within the casing. The minimum casing length must be 48 inches; longer casings can be used.
- Fill the 6-inch diameter casing with clean water a minimum of 24 inches above the soil to be tested, and maintain this depth for at least 4 hours (or overnight if clay soils are present) to presoak the native material. In sandy soils with little or no clay or silt, soaking is not necessary. If after filling the hole twice with 24 inches of water, if the water infiltrates completely in less than 10 minutes, the test can proceed immediately.
- To conduct the first trial of the test, fill the 6-inch diameter casing to approximately 24 inches above the soil and measure the water level to the nearest 0.01 foot (⅛ inch). The head used in the test can be greater than 24 inches, provided the head is not greater than 50 percent of the maximum head in the proposed infiltration system. The pre-saturation head must be the same as the infiltration testing. The level should be measured with a tape or other device with reference to a fixed point. The top of the pipe is often a convenient reference point. Record the exact time.
- Measure the water level to the nearest 0.01 foot (⅛ inch) at 10-minute intervals for a total period of 1 hour (or 20-minute intervals for 2 hours in slower soils) or until all of the water has infiltrated. In faster draining soils (sands and gravels), it may be necessary to shorten the measurement interval in order to obtain a well-defined infiltration rate curve. Constant head tests may be substituted for falling head tests at the discretion of the professional overseeing the infiltration testing. Successive trials should be run until the percent change in measured infiltration rate between two successive trials is minimal. The trial should be discounted if the infiltration rate between successive trials increases. At least three trials must be conducted. After each trial, the water level is readjusted to the 24 inch level. Enter results into the data table.
- Measure the depth and approximate volume of any water that accumulates in the borehole or trench around the test casing, indicating a bad seal around the pipe or short circuiting through the soil being tested.
- The average infiltration rate over the last trial should be used to calculate the measured infiltration rate
- The measured infiltration rate must be within the rates given in Table 1: Infiltration Rate Ranges for USCS Soils, provided in this appendix, for the native soil tested. If the measured infiltration rate is greater than the

maximum listed rate, additional information may be required by the City, up to and including repeating the test procedure under observation by personnel designated by the City

- The location of the test shall correspond to the infiltration system location.

Figure 1: Encased Falling Head Test Diagram:



Pilot Infiltration Test

Large-scale infiltration testing using the Pilot Infiltration Test described below is the preferred method for estimating the measured infiltration rate of the soil profile beneath proposed infiltration systems. The Pilot Infiltration Test is not a standard test but rather a practical field procedure recommended by the City of Billings.

A minimum number of two pilot infiltration tests must be conducted within the footprint of each proposed infiltration system. For proposed infiltration systems with more than 10,000 square feet of infiltration area, one additional pilot infiltration test is required for each additional 10,000 SF. The pilot infiltration test locations should be evenly spaced throughout the proposed infiltration system. The results of the infiltration tests will be averaged to determine the measured infiltration rate for the infiltration system. The pilot infiltration test will produce a measured infiltration rate in inches per hour. The measured infiltration will be divided by a factor of safety of 2.0 to arrive at the design infiltration rate.

Pilot Infiltration Test Procedure:

- Excavate the test pit to the estimated surface elevation of the proposed infiltration system. Lay back the slopes sufficiently to avoid caving and erosion during the test. Alternatively, consider shoring the sides of the test pit.
- The horizontal surface area of the bottom of the test pit should be approximately 100 square feet. Accurately document the size and geometry of the test pit.
- Install a vertical measuring rod (minimum 5-ft. long) marked in 1/8" increments in the center of the pit bottom
- Use a rigid pipe with a splash plate on the bottom to convey water to the pit and reduce side-wall erosion or excessive disturbance of the pond bottom. Excessive erosion and bottom disturbance will result in clogging of the infiltration receptor and yield lower than actual infiltration rates.
- Add water to the pit at a rate that will maintain a water level between 6 and 12 inches above the bottom of the pit. A rotameter can be used to measure the flow rate into the pit.
  Every 15-30 min, record the cumulative volume and instantaneous flow rate in gallons per minute necessary to maintain the water level at the same point on the measuring rod. Keep adding water to the pit until one hour after the flow rate into the pit has stabilized (constant flow rate; a goal of 5% variation or less variation in the total flow) while maintaining the same pond water level. The total of the pre-soak time plus one hour after the flow rate has stabilized should be no less than 6 hours.
- After the flow rate has stabilized for at least one hour, turn off the water and record the rate of infiltration (the drop rate of the standing water) in inches per hour from the measuring rod data, until the water has infiltrated completely. Calculate and record the measured infiltration rate in inches per hour in 30 minutes or one-hour increments.
- The measured infiltration rate must be within the ranges given in Table 1: Infiltration Rate Ranges for USCS Soils, provided in this appendix, for the native soil tested. If the measured infiltration rate is greater than the maximum listed rate, additional information may be required by the City, up to and including repeating the test procedure under observation by personnel designated by the City.
- The location of the test shall correspond to the infiltration system location.

Borehole Injection Test

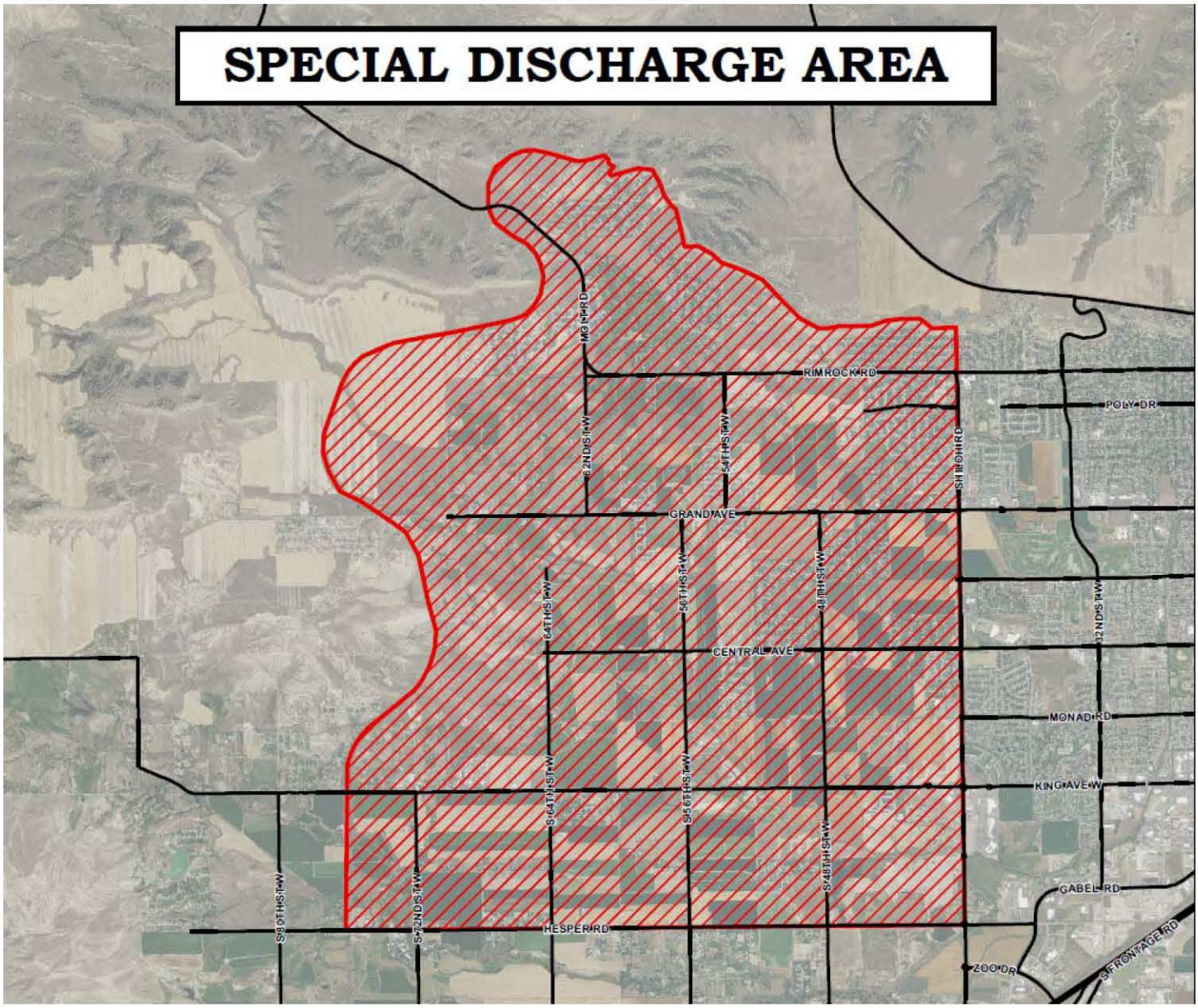
The borehole injection test will produce a measured injection rate in gallons per hour for a stormwater injection well. The measured injection rate will be divided by a factor of safety of 2.0 to arrive at the design injection rate. In-situ injection measurements, using the borehole injection test described below is the preferred method for estimating the measured injection rate for disposal of stormwater to higher permeability soils located at a minimum depth of 20 feet bgs. The borehole injection test is not a standard test but rather a practical field procedure recommended by the City of Billings.

Borehole Injection Test Procedure:

- The location of the test must be within 20 feet of the proposed location of the stormwater injection well.
- Drill borehole to target injection depth, a minimum of 20 feet.
- Install steel casing, a minimum of 4 inches diameter, by pushing or driving it to 24 inches below the drill bit. Casing must extend to the ground surface.
- Add water to the casing at a rate determined by the tester, based on the average volume to be discharged to the well over 72 hours. A rotameter can be used to measure the flow rate into the casing. Every 15-30 min, record the cumulative volume and instantaneous flow rate in gallons per minute.
- The casing must remain under atmospheric pressure throughout the duration of the test. A pump may be used to convey water to the casing, but the pump discharge cannot pressurize the casing.
- Water must be supplied to the casing for a minimum of one hour. Tests may be terminated after water has been supplied to the casing for a total of four hours. Document the time water is supplied to the casing and the duration of any interruptions (e.g. changing the water supply source).
- The test may be terminated any time after one hour if the volume discharged during the test exceeds 5% of the estimated 72-hour discharge volume of the proposed stormwater injection well.
- Calculate and record the average infiltration rate in gallons per minute over the final hour of the test. The average injection rate over the final hour of the test will be the measured injection rate used for the stormwater injection well. The measured injection rate will be divided by a factor of safety of 2.0 to arrive at the design injection rate.
- The location of the test shall correspond to the infiltration system location.

Appendix I
Special Discharge Area

The map below identifies the City's West Billings *Special Discharge Area*, which identifies that the allowable stormwater discharge rate within this area from all types of development and for all durations of storms, up to and including the Major Storm, shall be limited to a prorated value of 1 cfs per 10 acres of development. For example, a 100-acre subdivision would be allowed a discharge rate of 10 cfs, while a 0.5-acre commercial site would be allowed a discharge rate of 0.05 cfs (approximately 22.4 gpm). The map below indicates the properties located within the *Special Discharge Area*.



Appendix J
Project Submittal Checklist

The following information is intended to provide a framework for required documents to be submitted based upon development activity. This list may not be all inclusive and additional information or forms shall be submitted upon request.

Residential Lot Development

- SSP
- Lot Grading Plan

Commercial Property Development

- CDP
- Geotechnical/Hydrogeologic Report
- Project Plans
- Operations and Maintenance Manual – Recorded Copy
- Plat and SIA

Subdivision Development

- CDP
- Geotechnical/Hydrogeologic Report
- Project Plans
- Operations and Maintenance Manual – Recorded Copy
- Plat and SIA
- HOA Maintenance Agreement – Recorded Copy
- Materials Submittals (Shop Drawings)
- Final Acceptance Submittal after construction

Chapter 28 - STORMWATER MANAGEMENT AND CONTROL

ARTICLE 28-100. - GENERAL PROVISIONS

Sec. 28-101. - Purpose.

This chapter and its provisions are applicable to any activity by any individual or entity engaging in the disposal of any pollutant that has the potential to adversely impact the water quality of either watercourses, water bodies, or groundwater, as further detailed in subsection (3).

(1) Purpose and intent of this chapter is to:

a. Protect and enhance the water quality of the Yellowstone River, water bodies, groundwater and wetlands in a manner pursuant to and consistent with the Clean Water Act of 1972 and the Phase II Stormwater Regulations.

b. Minimize non-stormwater discharges to storm drains and minimize pollutants in stormwater discharges. Require the removal of illicit connections to the city's MS4 system.

c. Provide design, construction, operation, and maintenance criteria for permanent and temporary on-site stormwater management facilities to control stormwater runoff. Prohibit improper disposal of substances into the city's MS4 system

d. Establish and maintain a data base and inspection program sufficient to determine compliance with the phase II stormwater regulations and the city's municipal separate storm sewer system (MS4) application.

e. Establish legal authority to conduct inspections, surveillance, monitoring, and enforcement procedures necessary to ensure compliance with this chapter.

f. Establish legal authority to develop, implement, and enforce a program to reduce pollutants in stormwater runoff from construction activities.

g. Establish legal authority to develop, implement, and enforce a program to address stormwater runoff from new developments and redevelopment projects.

h. Provide an equitable distribution of cost for the program including but not limited to the fee schedule in accordance with section 22-804, titled "rates for storm sewers."

(2) Discharges into the municipal separate storm sewer system (MS4) may be subject to further regulation by the U.S. Environmental Protection Agency, Montana Department of Environmental Quality and local agencies owning and operating a MS4. Local agencies owning and operating portions of the MS4 in Billings include but are not limited to Yellowstone County and Montana Department of Transportation.

(3)

This chapter provides for the regulation of contributors or dischargers to the city's stormwater collection system through the development of a stormwater management program, including issuance and enforcement of private and public construction storm water pollution prevention plans to address construction site stormwater, enforcement of adopted BMP construction standards, enforcement of post-construction stormwater BMP maintenance, and the detection and elimination of illicit discharges. This chapter authorizes monitoring and enforcement activities, requires user reporting, protects the state and receiving waters, and establishes penalties and remedies for violations of the stormwater ordinance.

(Ord. No. 10-5505, § 1, 3-22-10)

Sec. 28-102. - Policy.

It is the policy of the city to protect the health and welfare of its citizens and environment by monitoring and regulating discharges that may cause pollution to the environment.

(Ord. No. 10-5505, § 1, 3-22-10)

Sec. 28-103. - Applicability.

This chapter shall apply to all construction and maintenance activities for industrial, commercial, institutional, single family and multifamily residential developments, as well as subdivision projects with private access which may introduce pollutants into any private storm drain, or any body of water within the city's MS4 jurisdiction. Exceptions include activities that are contained entirely on federal or state, or county lands and do not impact adjacent jurisdictions or MS4s. Additionally, permanent and temporary stormwater management controls and facilities, constructed as part of any activities listed in this section, which are located within the city's MS4 jurisdiction, are also subject to this chapter.

(Ord. No. 10-5505, § 1, 3-22-10)

Sec. 28-104. - Authority.

This chapter shall be construed to assure consistency with the requirements of the Federal Clean Water Act and acts amendatory thereof or supplementary thereto, applicable implementing regulations, and the Municipal MPDES permit and any amendments, revisions or re-issuance thereof. Activities regulated by this chapter may be subject to further regulation by the specific public entity owning and operating a MS4. No permit or approval issued pursuant to this chapter shall relieve a person of the responsibility to secure permits and approvals required for activities regulated by any other applicable rule, code, act, permit or ordinance.

The city's stormwater management manual provides additional policy, criteria and information including specifications and standards for the proper implementation of the requirements of this chapter and is incorporated by reference herein. The manual includes a list of acceptable stormwater treatment practices,

including design criteria. Design and construction of stormwater facilities are to meet minimum water quality performance standards.

(Ord. No. 10-5505, § 1, 3-22-10)

Sec. 28-105. - Responsibility of discharger.

The standards set forth in and promulgated pursuant to this chapter are minimum standards. This chapter does not intend nor imply that compliance by any person will ensure that there will be no contamination, pollution or unauthorized discharge of pollutants into waters of the United States caused by that person. This chapter shall not create liability on the part of the city, or any city agent or employee for any damages that result from any discharger's reliance on this chapter or any administrative decision lawfully made pursuant to this chapter.

(Ord. No. 10-5505, § 1, 3-22-10)

ARTICLE 28-200. - DEFINITIONS

Sec. 28-201. - Definitions.

Whenever the following words or phrases appear in these regulations, they shall have the meaning assigned to them by this section.

Authorized enforcement agent means the city administrator or any individual designated by the city administrator as an authorized enforcement agent.

Best management practices or *BMPs* means schedule of activities, prohibition of practices, maintenance procedures, and other management practices to prevent or reduce the pollution of state waters. BMPs also include treatment requirements, operating procedures, and practices to control site runoff, spillage or leaks, sludge or waste disposal, or drainage from raw material storage.

Billings city non-stormwater disposal best management practices means best management practices adopted by reference by this chapter for non-stormwater disposal.

BMCC means the Billings, Montana City Code.

City means the City of Billings, Montana.

CFR means the Code of Federal Regulations.

Clean Water Act (CWA) means the Federal Water Pollution Control Act enacted by Public Law 92-500 as amended by Public Laws 95-217, 95-576, 96-483, and 97-117; 33 USC 1251 et seq.

Comprehensive drainage plan means a stormwater management plan that covers all current and anticipated development on a site greater than five (5) acres and sites planned for phased development, including the impact on existing off-site infrastructure.

Concentrated flow means parameters exceed the median concentration in table 2 of the general permit for MS4s and the flow exceeds dry weather flow conditions.

Construction activity means any work that results in land disturbance of any nature.

Control measure means any best management practice or other method used to prevent or reduce the discharge of pollutants to state waters.

Development means any construction, reconstruction, conversion, structural alteration, relocation, or enlargement of any structure within the jurisdiction of the city as well as any manmade change or alteration to the landscape, including but not limited to, mining, drilling, dredging, grading, paving, excavating and filling.

Director of public works means the director of the Billings City Public Works Department.

Discharge means any introduction or addition of any pollutant, stormwater, or any other substance into the municipal storm sewer system (MS4), waters of the state, or into waters of the United States by a person.

Discharger means any person, who causes, allows, permits, or is otherwise responsible for, a discharge, including, without limitation, any operator of a construction site or industrial facility.

Fire fighting water means any water, and any substance or materials contained therein, used in an emergency, to control or extinguish a fire.

Illicit connection means:

(1) Any drain or conveyance, whether on the surface or subsurface, which allows an illicit discharge to enter the MS4 including, but not limited to, any conveyances which allow any stormwater discharge including sewage, process wastewater and wash water to enter the storm drain system and any connections to the storm drain system from indoor drains and sinks, regardless of whether the drain or connection had been previously allowed, permitted or approved by a government agency; refer to exemptions under subsection 28-103, or

(2) Any drain or conveyance connected from a commercial or industrial land use to the MS4 which has not been documented in plans, maps or equivalent records and approved, permitted or permitted by the city.

Illicit discharge means any discharge to a MS4 that is not composed entirely of stormwater except the following: discharges not identified as significant contributors of pollutants listed in the general permit and allowable under the city's MS4 program.

Impervious surface means a surface which prevents or retards the penetration of water into the ground, including, but not limited to, roofs, sidewalks, patios, driveways, parking lots, concrete and asphalt paving, gravel, compacted native surfaces and earthen materials, and oiled, macadam, or other surfaces which similarly impede the natural infiltration of stormwater.

Major modification means an alteration to an existing or planned stormwater drainage facility that does one or more of the following: changes the volume, surface area, depth, capacity, inflow rates, outflow rates or level of treatment by five (5) percent or more; changes the treatment process; adds more than one thousand (1,000) square feet of impervious surface; or increases the tributary impervious drainage area to an individual drainage facility component by more than ten (10) percent.

Maximum extent practicable or *MEP* means the technology-based discharge standard for municipal separate storm sewer systems to reduce pollutants in the stormwater discharges that was established by the Clean Water Act, Section 402(p). A discussion of MEP as it applies to MS4s is found in ARM 17.30.1111(5).

MDEQ means the Montana Department of Environmental Quality, a state regulating agency.

MPDES permit means Montana Pollution Discharge Elimination System. An area-wide MPDES permit that is issued to a government agency or agencies for the discharge of pollutants from any point source into the waters of the state or United States.

MS4 means the Billings, Montana municipal separate storm sewer system.

Municipal separate storm sewer system or *MS4* means a conveyance or system of conveyance (including roads with drainage systems, municipal streets, catch basin, curb, gutters, ditches, manmade channels, or storm drains) owned or operated by a public body (created under state law) having jurisdiction over disposal of sewage, industrial wastes, stormwater, or other wastes, including special districts under state law such as sewer district, irrigation district, flood control district or drainage district, or similar entity that discharges to the waters of the United States and which are not part of a publicly owned treatment works ("POTW") as defined in ARM Title 17, Chapter 30, Subchapter 13.

Permit national pollutant discharge elimination system permit or *NPDES* means a permit issued by MDEQ, in compliance with the Federal Clean Water Act for the discharge of pollutants from any point source into the waters of the state or United States.

Notice of intent or *NOI* means submittal required by the state under the general permit for stormwater discharges associated with construction activity.

Notice of termination or *NOT* means submittal required by the state under the general permit for stormwater discharges associated with construction activity. The construction site has been finally stabilized and the operator desires to be relieved of responsibility on the general permit coverage period.

Non-stormwater discharge means any discharge that is not entirely composed of stormwater.

Off-site stormwater means any runoff crossing property lines that discharges to public right-of-way, property not included in the SWPPP, or property owned by others.

Owner or operator means:

(1) A person who owns, leases, operates, controls, or supervises a point source.

(2) For the purpose of permitting "stormwater discharge associated with construction activity" means any "owner or operator" associated with a construction project, who is a person designated as an eligible signatory, who has operational control over the construction plans and specifications and has day to day operational control at the project to ensure compliance with the SWPPP.

Person means any individual, firm, association, club, organization, corporation, partnership, business trust, company or other entity which is recognized by law as the subject of rights or duties.

Plan pertains to stormwater management plan and comprehensive drainage plan.

Point source means any discernible, confined, and discrete conveyance, including but not limited to any pipe, ditch, channel, tunnel, conduit, well discrete fissure, container, rolling stock, concentrated animal feeding operation, landfill leachate collection system, vessel or other floating craft, from which pollutants are or may be discharged.

Pollutant means dredged spoil, solid waste, incinerator residue, filter backwash, sewage, garbage, sewage sludge, munitions, chemical wastes, biological materials, radioactive materials (except those regulated under the Atomic Energy Act of 1954, as amended (42 U.S.C. 2011 et seq.)), heat, wrecked or discarded equipment, rock, sand, cellar dirt and industrial, municipal, and agricultural waste discharged into water, and as otherwise defined in 40 CFR 122.2.

Premises means any building, lot, parcel of land, or portion of land whether improved or unimproved including adjacent sidewalks and parking strips.

Redevelopment means a project that proposes to add, replace and/or alter impervious surfaces affecting an existing drainage system, other than routine maintenance, resurfacing, or repair. A project which meets the criteria of a major modification as defined in this section shall be considered a redevelopment.

State waters means any body of water, either surface or underground. "State waters" means a body of water, irrigation system, or drainage system, either surface or underground.

Stormwater means storm water runoff, snowmelt runoff, and surface runoff and drainage.

Stormwater management means the process of collection, conveyance, storage, treatment, and disposal of stormwater to ensure control of the magnitude and frequency of runoff and to minimize the hazards associated with flooding. Also includes implementing controls to reduce the discharge of pollutants including management practices, control techniques and systems, design and engineering methods.

Stormwater management manual means the design standards manual prepared by the Billings City Public Works Department which provides design, performance, and review criteria for stormwater management practices.

Stormwater management plan means details of the on-site drainage system, structures, BMPs, concepts and techniques that will be used to control stormwater, including drawings, engineering calculations, computer analyses, maintenance and operations procedures, and all other supporting documentation for developments equal to or less than five (5) acres.

Stormwater pollution prevention plan or *SWPPP* means, under the state's general permit for storm water discharges associated with construction activities which characterizes the construction activity, potential sources of pollutants, and best management practices (BMPs) to help ensure pollutants do not reach surface waters.

Stormwater system means physical facilities, that are both private and public, temporary or permanent, designed to treat, collect and transport stormwater which include but are not limited to; curbs, inlets, pipe, box culverts, swales, ditches, ponds, French drains, boulder pits, wattles, and silt fences.

Total maximum daily load or *TMDL* means the sum of the individual waste load allocations for point sources and load allocations for both nonpoint sources and natural background sources established at a level necessary to achieve compliance with applicable surface water quality standards as defined in MCA 75-5-103.

U.S. EPA means the United States Environmental Protection Agency.

Variance means a modification of the requirements of this chapter.

Watercourse means any body of water, including, but not limited to lakes, ponds, rivers, streams, and bodies of water delineated by the city or state.

Wetland means an area that is inundated or saturated by surface or ground water at a frequency and duration sufficient to support, and that under normal circumstances does support, a prevalence of vegetation typically adapted for life in saturated soil conditions. Wetlands generally include swamps, marshes, bogs, and similar areas.

(Ord. No. 10-5505, § 1, 3-22-10)

ARTICLE 28-300. - DISCHARGE PROHIBITIONS

Sec. 28-301. - Prohibitions of illicit discharges.

(a) It shall be unlawful to discharge or cause to be discharged into the MS4 any materials, including, but not limited to, pollutants or waters containing any pollutants that cause or contribute to a violation of applicable water quality standards or that could cause the city to be in violation of its MPDES. It shall be unlawful to store, handle or apply any pollutant in a manner that will cause exposure to rainfall or runoff and discharge to the MS4 and to state waters or waters of the United States.

(b) The commencement, conduct or continuance of any discharge not composed entirely of stormwater to the MS4 is prohibited except as follows:

(1) Discharges pursuant to an MPDES general permit for MS4's permit and discharges due to firefighting activities.

(2) Discharges from the following activities are not be considered a source of pollutants to the MS4 and to state waters when properly managed, and shall not be considered illicit discharges unless determined by the city to be significant contributors of pollutants to the MS4 or to cause a violation of the provisions of the Clean Water Act or this chapter based on quantity of flow, concentration of pollutants, proximity to a water course, or condition of a receiving water: irrigation water, irrigation ditch return flows, landscape irrigation, diverted stream flows, rising ground waters, uncontaminated ground water infiltration to separate storm sewers, uncontaminated pumped ground water, discharges from potable water sources, foundation drains, air conditioning condensation, irrigation water, springs, water from crawl space pumps, footing drains, lawn watering (excluding over watering), individual residential car washing, individual residential dechlorinated swimming pool and hot tub discharges, individual residential street washing, water line flushing, flows from riparian habitats and wetlands, uncontaminated water from irrigation system meter pits and flows from emergency firefighting activities. Before applying the listed exceptions, the city shall make a determination on a case by case basis as to what is considered significant contributors of pollutants. In addition, the following non-storm water discharges need not be prohibited from entering the MS4, provided approved control measures to minimize the impacts from the sources are implemented: Municipally owned dechlorinated swimming pool discharges, municipal water tank draining and water from street washing (including sidewalks and medians) that is conducted by city staff or under contract with the city. This prohibition shall not apply to any non-storm water discharge permitted under an MPDES permit, waiver or waste discharge order issued to the discharger and administered by the state under the authority of the United States Federal Environmental Protection Agency, provided that the discharger is in full compliance with all requirements of the permit, waiver or order and other applicable laws and regulations.

(3)

The city may exempt in writing other non-storm water discharges which are not a significant source of pollutants to the city's MS4 or state waters.

(Ord. No. 10-5505, § 1, 3-22-10)

Sec. 28-302. - Prohibitions of illicit connections and discharges.

(a) The construction, use, maintenance or continued existence of illicit connections to the MS4 is prohibited.

(b) This prohibition expressly includes, without limitation, illicit connections made in the past, regardless of whether the connection was permissible under law or practices applicable or prevailing at the time of connection.

(c) A person is in violation of this chapter if the person connects a line conveying sewage or pollutant to the MS4, or allows an existing connection to continue.

(d) Illicit connections must be disconnected at the owner's expense in a timely manner.

(e) Any drain or conveyance that has not been documented in plans, maps or equivalent, and which may be connected to the storm sewer system, shall be located by the owner or occupant of that property upon receipt of written notice from the city. The notice will specify a reasonable time period to locate the drain or conveyance, that the drain or conveyance be identified as storm sewer, sanitary sewer or other, and that the outfall location or point of connection to the storm sewer system, sanitary sewer system or other discharge point be identified. Results of these investigations shall be documented and provided to the public works department.

No person shall throw, deposit, leave, maintain, wash or rinse, keep any substance that may cause or contribute to pollution, or permit any such substance to be thrown, deposited, left, maintained, washed or rinsed, in or upon any public or private property, driveway, parking area, street, alley, sidewalk, catch basin, manhole, ditch, channel, pond or any other component of the MS4, or state waters. Pollutants for this purpose include but are not limited to oil, solvents, anti freeze, flammables, septage, poisonous or infectious substances, garbage, soaps, acids, bases and sediment. Wastes deposited in streets in a manner allowed by the city for the purpose of collection are exempted from this prohibition. Refer to section 28-103 for exemptions.

(Ord. No. 10-5505, § 1, 3-22-10)

Sec. 28-303. - Parking lots and similar structures.

(a) Persons owning or operating a paved parking lot, gas station pavement, paved private street or road, or similar structure or conducting routine building wash downs, shall clean and maintain those structures or areas consistent with the city non-stormwater disposal best management practices prior to discharging to a storm drain.

(b) Newly constructed and significantly remodeled covered parking garages or other covered structures shall be drained into a stormwater system in accordance with this chapter and other Billings ordinances. The owner and operator of a private stormwater collection system may be required to construct control structures to ensure the pre-treatment of such discharges prior to entry into the stormwater system. Existing structures are exempt unless deemed by the city to be a significant contributor of pollution to the stormwater system.

(Ord. No. 10-5505, § 1, 3-22-10)

Sec. 28-304. - Outdoor storage areas—Commercial and industrial facilities.

In outdoor areas, no person shall store grease, oil or other pollutants in a manner that will or may result in such substances entering a stormwater system. In outdoor areas, no person shall store motor vehicles, machine parts, or other objects in a manner that may leak grease, oil, or other hazardous substances to a storm drain. To prevent the discharge of hazardous substances to the MS4, the city may require the installation of a spill containment system. Spill containment systems may consist of a system of dikes, walls, barriers, berms, or other devices as required. No person shall operate a spill containment system such that it allows incompatible liquids to mix and thereby create a hazardous condition.

(Ord. No. 10-5505, § 1, 3-22-10)

ARTICLE 28-400. - CONSTRUCTION ACTIVITY

Sec. 28-401. - Required construction submittals.

(a) Any construction within the city's MS4 area shall comply with the provisions of this chapter, city's stormwater management manual, and the state's general permit for storm water discharges associated with construction activity (Montana Code Annotated (MCA) 75-5-101, Administrative Rules of Montana (ARM 17.30.1301 and ARM 17.30.601)). The city will require at a minimum an executed copy of the state standard notice of intent (NOI) form for a storm water discharge associated with construction activity under the general permit and a storm water pollution prevention plan (SWPPP), and a notice of termination (NOT) for construction sites either one acre or larger, for each phase of a construction site that exceeds one acre, or within fifty (50) feet of any water course including irrigation and stormwater ditches for construction sites of less than one acre.

(b) Any person performing support activities related to a construction site (e.g. concrete or asphalt batch plants, equipments staging yards, material storage areas, etc.) within the city's MS4 area may require the following NOI, SWPPP, NOT, similar to the requirements of construction activity provided that:

(1) The support activity is not a commercial operation serving multiple unrelated construction projects and does not operate beyond the completion of the construction activity.

(2) Appropriate controls and measures are identified in the SWPPP for discharge from support activity.

(3) The support activity disturbs an area that is one acre or greater in size or is within fifty (50) feet of any water course.

(c) In accordance with the state's reporting requirements the property owner shall also notify the city when there is any facility contact change, any spill or release, any finding that there has been non-compliance with the SWPPP.

(d) The city shall conduct all inspections of any construction activities requiring a SWPPP for all work within the MS4 area.

(e) The city will enforce the requirements under the state's general permit for storm water discharges associated with construction activity in whole or in part determined by the city's enforcement agent.

(f) The operator shall retain completed and signed copies of the NOI, MDEQ's confirmation letter for receipt of the NOI package, and a SWPPP at the construction activity project site at all times during the coverage period. If the operator does not maintain a permanent office or building at the project site, copies of these documents shall be retained at the operator's office and shall be brought to the project site by the operator responsible for implementation of the SWPPP.

(g) Upon failure of the operator to take corrective actions on or prior to a required date on a reported or observed spill or the potential to release pollutants, including sediment, into the stormwater system, the city may either perform the corrective work or employ contractors to do the same. The contractor shall reimburse the city for all expenditures pertaining to the corrective action in accordance with section 28-505.

(h) The city's enforcement agent has the authority to issue a stop work order pursuant to the remediation of a current violation or the potential of a violation of this chapter in accordance with article 18-300.

(i) An authorized enforcement agent shall establish the appropriate frequencies for inspection of construction stormwater pollution prevention measures or BMPs at all active construction sites.

(j) The permittee or his/her agent will be required to perform regularly scheduled site inspections, at least every fourteen (14) calendar days, and within ten (10) calendar days after major storm events to ensure all BMPs have been constructed and are functioning properly. The purpose of such inspections will be to determine the overall effectiveness of the control plan and the need for additional control measures. Permittee shall document all inspections in writing and made available for review by the city.

(Ord. No. 10-5505, § 1, 3-22-10)

Sec. 28-402. - Construction activity on less than one acre.

The city may apply this chapter in whole or in part for construction sites or lots that are less than one acre if it is determined that appropriate good housekeeping practices or best management practices are not being implemented to minimize impacts, such as but not limited to, erosion and sediment transport into public right-of-way or any adjoining property that causes stormwater runoff that exceeds pre-construction activities.

(Ord. No. 10-5505, § 1, 3-22-10)

Sec. 28-403. - Construction activity on lots within a master plan development.

Individual lot development regardless of the lot size must follow good housekeeping practices and best management practices as outlined in the SWPPP for the development.

(Ord. No. 10-5505, § 1, 3-22-10)

ARTICLE 28-500. - REGULATIONS AND REQUIREMENTS

Sec. 28-501. - Requirement to control and reduce stormwater pollutants.

(a) *New development and redevelopment.* The city's stormwater management manual outlines appropriate BMPs to control the volume, rate, and the potential of pollutants in stormwater runoff from new development and redevelopment projects as may be appropriate to minimize the generation, transport and discharge of pollutants.

(b) *Responsibility to implement BMPs.* Any person or entity engaged in activities or operations, or owning facilities or property which will or may result in pollutants entering stormwater, the MS4 or state waters, shall implement BMPs to the maximum extent practicable to provide protection from discharge into the MS4. BMPs shall be provided and maintained at the owner's or operator's expense. The public works director or designee shall have the authority to require the installation, operation and/or maintenance of BMPs. The public work director shall also have the authority to require the removal of temporary BMPs.

(Ord. No. 10-5505, § 1, 3-22-10)

Sec. 28-502. - Requirement to eliminate illicit discharges.

The city may require by written notice that a person or entity responsible for an illicit discharge immediately, or by a specified date, discontinue the discharge and, if necessary, take measures to eliminate the source of the discharge to prevent the occurrence of future illicit discharges.

(Ord. No. 10-5505, § 1, 3-22-10)

Sec. 28-503. - Requirement to eliminate or secure approval for illicit connections.

A person responsible for an illicit connection to the MS4 shall comply with the requirements of this chapter and shall eliminate or secure approval for the connection whether the connection or discharges to it had been established or approved prior to or after the effective date of this chapter. An application seeking approval for the connection shall be submitted in writing to the city public works department's environmental division.

(Ord. No. 10-5505, § 1, 3-22-10)

Sec. 28-504. - Watercourse protection.

Any person owning property through which a watercourse passes, or that person's lessee, shall keep and maintain all parts of the watercourse within that property reasonably free of trash, debris, excessive vegetation and other obstacles that would pollute, or significantly restrict the flow of water through the watercourse. The owner or lessee shall maintain any existing privately owned structures within or adjacent to that watercourse, so that those structures will not become a hazard to the use, function or physical integrity of the watercourse. The owner or lessee shall not remove healthy bank vegetation unless it is reasonably necessary for maintenance. The owner or lessee shall not remove vegetation if it will increase the vulnerability of the watercourse to erosion. The property owner shall maintain and stabilize the watercourse within the property owner's property boundaries in a manner that will protect against any erosion and degradation of the watercourse originating on or flowing through their property.

(Ord. No. 10-5505, § 1, 3-22-10)

Sec. 28-505. - Requirement to remediate.

Whenever the city finds that a discharge of pollutants, within the MS4 area, is taking place or has occurred which will result in or has resulted in pollution of stormwater, the MS4 or state waters, the city will notify the responsible person or entity in writing and give them a reasonable opportunity to remediate the affected property in accordance with the provisions of this chapter using a remediation plan pre-approved by the public works director or designee. The city or a designated contractor may remediate the affected property at the owner's or responsible person's or entity's expense if the owner or responsible person does not take corrective actions within a reasonable time. Remediation plans shall be submitted to the city by the owner or responsible person and approved prior to the start of the remediation. The plan shall include, but may not be limited to, a remediation schedule, a course of action, a list of personnel performing remediation work and a list of equipment to be used.

Whenever a violation of this chapter constitutes an emergency presenting imminent danger of serious injury to persons or property the city may remediate the conditions giving rise to the violation through an available public agency or by contract or arrangement with private persons, and the cost of such abatement shall be paid by the owner of the property.

(Ord. No. 10-5505, § 1, 3-22-10)

Sec. 28-506. - Requirement to monitor and analyze.

The city may require any person engaged in any activity or owning or operating any facility which may cause or contribute to stormwater pollution, illicit discharges or non-stormwater discharges to the MS4 or state waters to undertake, at the person's or owner's expense, monitoring and analyses by a state certified laboratory pursuant to the provisions of this chapter, and furnish reports to the city as deemed necessary to determine compliance with this chapter.

(Ord. No. 10-5505, § 1, 3-22-10)

Sec. 28-507. - Notification of spills.

Notwithstanding other requirements of law, as soon as any owner of or any person responsible for a facility or operation has information of any known or suspected release of pollutants discharging into stormwater, the MS4, or state waters from that facility, that person shall take all necessary steps to ensure the discovery, containment and cleanup of the release. In the event of a release of a pollutant, the person shall immediately notify emergency response officials of the occurrence via emergency dispatch services (911). In the event of a release not requiring an emergency response, that person shall notify the city by calling the city's public works department environmental division environmental division within twenty-four (24) hours, and providing a written notice thereto within five (5) business days. If the discharge of prohibited materials emanates from a commercial or industrial establishment, the owner or responsible person must make and keep an onsite written record of the circumstances of the discharge and the actions taken to prevent its recurrence. These records shall be retained for not less than five (5) years.

(Ord. No. 10-5505, § 1, 3-22-10)

Sec. 28-508. - Discharge pursuant to MPDES permit.

The prohibition of discharges shall not apply to any discharge regulated under an MPDES permit issued and administered by DEQ, provided that the discharger is in full compliance with all requirements of the permit and other applicable laws or regulations. Compliance with an applicable MPDES permit governing discharges into the MS4 shall be considered compliance with this chapter.

(Ord. No. 10-5505, § 1, 3-22-10)

Sec. 28-509. - Noncompliance with MPDES permits.

Any discharge that would constitute a violation of a MPDES permit and any amendments, revisions or re-issuance thereto, when either separately considered or when combined with other discharges, is prohibited. Liability for any such discharge shall be the responsibility of the person(s) causing or responsible for the discharge, the permittee shall defend, indemnify and hold harmless the city in any administrative or judicial enforcement action against the permit holder relating to such discharge as provided by applicable rules of law. All persons in charge of a facility are to comply with applicable federal and state laws including facility personnel, training, training record maintenance, training records, maintenance of notification procedures, and implementation of notification requirements for spill response to assure containment, cleanup, and immediate notification to the owner and operator of the MS4. Individuals responsible for spills are to comply with applicable state and federal notification requirements to assure containment, clean up, and immediate notification to the owner and operator of the MS4.

(Ord. No. 10-5505, § 1, 3-22-10)

ARTICLE 28-600. - STORMWATER MANAGEMENT PLANS AND COMPREHENSIVE DRAINAGE PLANS

Sec. 28-601. - Requirements.

To control the quality, volume and rate of stormwater runoff to storm drains and prevent the deterioration of water quality, all new developments and redevelopment projects will be required to submit a stormwater management plan or a comprehensive drainage plan to the city for approval. The stormwater management manual establishes standards and guidelines for implementing BMPs and stormwater management is incorporated by reference and made part of this chapter.

(Ord. No. 10-5505, § 1, 3-22-10)

Sec. 28-602. - Maintenance of stormwater facilities.

(a) Stormwater facilities shall be maintained by the owner or other responsible party in a condition so that the facilities will function as designed.

(b) Waste shall be disposed of from maintenance of facilities in accordance with applicable federal, state and local laws and regulations.

(c) The owner or other responsible party shall create and maintain records of installation and maintenance and repair for a period of five (5) years and shall be made available to the city public works department upon request.

(d)

Any failure to maintain facilities or to correct deficiencies at facilities within a reasonable time after receiving written notice from the city may result in criminal or civil penalties. The city may perform corrective or maintenance work the owner or responsible person fails or refuses to perform within a reasonable time at the owner's expense.

(Ord. No. 10-5505, § 1, 3-22-10)

ARTICLE 28-700. - INSPECTIONS AND ENFORCEMENT

Sec. 28-701. - Inspection.

(a) The owner or other responsible party shall conduct annual inspections of the facilities and shall maintain records of such inspections for a period of five (5) years.

(b) Whenever necessary to make an inspection to enforce any of the provisions of this chapter, or whenever an authorized enforcement agent has reasonable cause to believe that there exists any condition which may constitute a violation of the provisions of this chapter in any building or upon any premises, the authorized enforcement agent may enter such building or premises at all reasonable times to inspect the same or perform any duty imposed upon the authorized enforcement agent by this chapter; provided that:

(1) If such building or premises is occupied, he or she first shall present proper credentials and request entry; and

(2) If such building or premises is unoccupied, he or she first shall make a reasonable effort to locate the owner or other persons having charge or control of the building or premises and request entry.

(c) If permission is refused or denied, or if it is not possible to locate the owner or responsible person and no emergency exists, the authorized enforcement agent shall obtain a warrant before entering the premises. If an emergency exists presenting imminent danger of serious injury to persons or property, the authorized enforcement agent may immediately enter into any building or upon any premises within the jurisdiction of the city for purposes of inspection or abatement.

(d) The city may conduct routine inspections as deemed necessary to carry out the objectives of this chapter, including but not limited to, random sampling and/or sampling in areas with evidence of stormwater pollution, illicit discharges, or similar factors.

(e) Unreasonable delays in allowing the city access to a permitted facility is a violation of a stormwater discharge permit and of this chapter.

(Ord. No. 10-5505, § 1, 3-22-10)

Sec. 28-702. - Enforcement.

Any of the following shall constitute a violation of this article:

(1) Conducting any land disturbing or construction activity of an area larger than one acre without submitting a notice of intent to the city.

(2) Conducting any land disturbing or construction activity of an area larger than one acre without complying with a NPDES or MPDES general permit for stormwater discharge associated with construction activity requirements at the location where the land disturbance activity has occurred.

(3) Failure to install erosion control devices or to maintain erosion control devices throughout the duration of the soil disturbing activities.

(4) Failure to remove off-site sedimentation that is a direct result of soil disturbing activities where such off-site sedimentation results from the failure to implement or maintain erosion control devices or BMPs.

(5) Failure to repair damaged erosion control devices in a timely manner.

(6) Failure to contain and properly dispose of solid waste, sanitary waste, hazardous waste, chemicals, petroleum products, or concrete truck washout at or from a construction site.

(7) Other situations that result in a non-compliance with this chapter.

(Ord. No. 10-5505, § 1, 3-22-10)

Sec. 28-703. - Sampling.

With the consent of the owner or occupant or with authorization from a court of competent jurisdiction, any city enforcement agent may establish on any property such devices as are necessary to conduct sampling or metering operations. During all inspections as provided herein, the city enforcement agent may take any samples deemed necessary to aid in the pursuit of the inquiry or to record the on-site activities, provided that owners or occupants shall be entitled to split samples. Samples shall be collected, stored and transported in conformance with accepted sampling and testing standards, including chain-of-custody.

(Ord. No. 10-5505, § 1, 3-22-10)

Sec. 28-704. - Testing and monitoring.

(a) Whenever the director of public works or designee determines that any person engaged in any activity or owning or operating any facility that may cause or contribute to an illicit discharge to the stormwater system, the director of public works or designee may, by written notice, order that such person undertake such monitoring activities and/or analyses and furnish such reports as the director of public works or designee may recommend. The written notice shall be served either in person or by certified or registered mail, return receipt requested, and shall set forth the

basis for such order and shall describe the monitoring activities and/or analyses and reports required. The owner or operator shall perform the actions ordered by the director of public works and shall pay for all costs of these activities, analyses and reports. The recipient of such order shall undertake and provide the monitoring, analyses and reports within the time frames set forth in the order.

(b) In the event the owner or operator of a facility fails to conduct the monitoring and/or analyses and furnish the reports required by the order in the time frames set forth therein, the city may cause such monitoring and/or analyses to occur and assess all costs incurred, including reasonable administrative costs and attorney's fees, to the facility owner or operator. The city may pursue judicial action to enforce the order and recover all costs incurred.

(Ord. No. 10-5505, § 1, 3-22-10)

Sec. 28-705. - Notice of violation.

Whenever the city finds that a person has violated a prohibition or failed to meet a requirement of this chapter, the city may order compliance by written notice of violation to the responsible person.

(1) The notice of violation shall contain:

a. The name and address of the alleged violator;

b. The address when available or a description of the building, structure or land upon which the violation is occurring, or has occurred;

c. A statement setting forth the facts which constitute the violation;

d. A description of the remedial measures necessary to restore compliance with this chapter and a time schedule for the completion of such remedial action;

e. A statement of the penalty or penalties that may be assessed against the person to whom the notice of violation is directed;

f. A statement that the determination of violation may be appealed to the public works director by filing a written notice of appeal within ten (10) calendar days of service of notice of violation; and

g. A statement specifying that, should the violator fail to restore compliance within the established time schedule, the work will be done by a designated governmental agency or a contractor and the expense thereof shall be charged to the violator.

(2) Such notice may require, without limitation:

a. Monitoring, analyses, and reporting;

b. Elimination of illicit connections or discharges;

c. That discharges, practices, or operations in violation of this article shall cease and desist;

d.

Abatement or remediation of stormwater pollution or contamination hazards and the restoration of any affected property;

e. Payment of a civil fine to cover administrative and remediation costs; and

f. Implementation of source control or treatment BMPs.

(Ord. No. 10-5505, § 1, 3-22-10)

Sec. 28-706. - Continuing violations.

Unless otherwise provided, a person shall be deemed guilty of a separate offense for each and every day during any portion of which a violation of this chapter is committed, continued or permitted by the person and shall be punishable accordingly, as herein provided.

(Ord. No. 10-5505, § 1, 3-22-10)

Sec. 28-707. - Violations constituting misdemeanors.

The knowing violation of any provision of this chapter, or knowing failure to comply with any of the mandatory requirements of this chapter shall constitute a misdemeanor.

(Ord. No. 10-5505, § 1, 3-22-10)

Sec. 28-708. - Concealment.

Causing, permitting, aiding, abetting or concealing a violation of any provision of this chapter shall constitute a violation of this article.

(Ord. No. 10-5505, § 1, 3-22-10)

Sec. 28-709. - Acts resulting in violation of federal Clean Water Act.

Any person who violates any provision of this chapter, any provision of any permit issued pursuant to this chapter, or who discharges pollutants, waste or wastewater so as to cause an illicit discharge into the MS4, or who violates any cease and desist order, prohibition, or effluent limitation, also may be in violation of the Federal Clean Water Act and may be subject to the sanctions of that Act including civil and criminal penalties.

(Ord. No. 10-5505, § 1, 3-22-10)

Sec. 28-710. - Violations deemed a public nuisance.

(a) In addition to the penalties herein provided, any condition caused or permitted to exist in violation of any of the provisions of this chapter may be considered a threat to the public health, safety, welfare and the environment, may be declared and deemed a nuisance by the director of public works or designee, and may be summarily abated and/or restored by the city and/or civil action taken to abate, enjoin or otherwise compel the cessation of such nuisance.

(b) The cost of such abatement and restoration shall be borne by the owner of the property and the cost thereof shall be a lien upon and against the property and such lien shall continue in existence until the same shall be paid.

(c) In any administrative or civil proceeding under this chapter in which the city prevails, the city may be awarded all costs of investigation, administrative overhead, out-of-pocket expenses, costs of administrative hearings, costs of suit and reasonable attorneys' fees.

(Ord. No. 10-5505, § 1, 3-22-10)

Sec. 28-711. - Civil actions.

In addition to any other remedies provided in this section, any violation of this section may be enforced by civil action brought by the city. In any such action, the city may seek, and the court shall grant, as appropriate, any or all of the following remedies:

(1) A temporary and/or permanent injunction.

(2) Assessment of the violator for the costs of any investigation, inspection, or monitoring survey which led to the establishment of the violation, and for the reasonable costs of preparing and bringing legal action under this subsection.

(3) Costs incurred in removing, correcting, or terminating the adverse effects resulting from the violation.

(4) Compensatory damages for loss or destruction to water quality, wildlife, fish and aquatic life. Assessments under this subsection shall be paid to the city to be used exclusively for costs associated with monitoring and establishing stormwater discharge control systems and/or implementing or enforcing the provisions of this chapter.

(5) Fines to city for MPDES permit violations.

(Ord. No. 10-5505, § 1, 3-22-10)

Sec. 28-712. - Administrative enforcement powers.

In addition to the other enforcement powers and remedies established by this chapter, any city enforcement agent has the authority to utilize the following administrative remedies.

(1)

Cease and desist orders. When a city enforcement agent finds that a discharge has taken place or is likely to take place in violation of this chapter, the agent may issue an order to cease and desist such discharge, or practice, or operation likely to cause such discharge and direct that those persons not complying shall:

a. Comply with the requirement;

b. Comply with a time schedule for compliance, and/or

c. Take appropriate remedial or preventive action to prevent the violation from recurring.

(2) *Notice to clean.* Whenever a city enforcement agent finds any oil, earth dirt, grass, weeds, dead trees, tin cans, rubbish, refuse, waste or any other material of any kind, in or upon the sidewalk abutting or adjoining any parcel of land, or upon any parcel of land or grounds or in close proximity to any open drain or ditch channel, which may result in an increase in pollutants entering the storm drain or a non-stormwater discharge to the storm drain, he or she may give notice to remove and lawfully dispose of such material in any manner that he or she reasonably may provide. The recipient of such notice shall undertake the activities as described in the notice within the time frames set forth therein. In the event the owner or operator of a facility fails to conduct the activities as described in the notice, the city director of public works or designee may cause such required activities as described in the notice to be performed, and the cost thereof shall be assessed and invoiced to the owner of the property. If the invoice is not paid within sixty (60) calendar days, a lien shall be placed upon and against the property.

(Ord. No. 10-5505, § 1, 3-22-10)

Sec. 28-713. - Nonexclusivity of remedies.

Remedies under this chapter are in addition to and do not supersede or limit any and all other remedies, civil or criminal. The remedies provided for herein shall be cumulative and not exclusive.

(Ord. No. 10-5505, § 1, 3-22-10)

Sec. 28-714. - Appeal.

Any person notified of non-compliance with this chapter or required to perform monitoring, analyses, reporting and/or corrective action, who is aggrieved by the decision of the city enforcement agent, may appeal such decision in writing to the public works director within ten (10) business days following the effective date of the decision or written notice. Upon receipt of such request, the city administrator shall request a report and recommendation from the city enforcement agent and shall set the matter for administrative hearing at the earliest practical date. At said hearing, the city administrator may hear additional evidence, and may revoke, affirm or modify the city enforcement agent's decision. Such decision shall be final.

(Ord. No. 10-5505, § 1, 3-22-10)

Sec. 28-715. - Disclaimer of liability.

The degree of protection required by this chapter is considered reasonable for regulatory purposes and is based on scientific, engineering and other relevant technical considerations. The standards set forth herein are minimum standards and this chapter does not imply that compliance will ensure that there will be no unauthorized discharge of pollutants into the waters of the United States. This chapter shall not create liability on the part of the city, any agent or employee thereof for any damages that result from reliance on this chapter or any administrative decision lawfully made hereunder.

(Ord. No. 10-5505, § 1, 3-22-10)

Exhibit L

As-Is and Release Provisions

10. <u>As-Is; Acceptance of Property</u>. CITY AND KNIFE RIVER UNDERSTAND, ACKNOWLEDGE AND AGREE THAT, EXCEPT AS PROVIDED IN THE PURCHASE AGREEMENT, CITY'S PURCHASE OF THE PROPERTY AND ANY OTHER RIGHTS AND INTERESTS TO BE CONVEYED, SOLD, TRANSFERRED AND/OR ASSIGNED PURSUANT TO THIS AGREEMENT SHALL BE ON AN "AS IS" "WHERE IS" BASIS AND CONDITION WITH ALL FAULTS, AND CITY ACKNOWLEDGES AND AGREES THAT, EXCEPT AS EXPRESSLY PROVIDED IN THE PURCHASE AGREEMENT, KNIFE RIVER HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (A) THE VALUE, NATURE, QUALITY OR CONDITION OF THE REAL PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, OR AS TO THE PHYSICAL MEASUREMENTS OR USABLE SPACE OF THE REAL PROPERTY, (B) THE INCOME TO BE DERIVED FROM THE PROPERTY OR THE EXPENSES OR OPERATIONS OF THE PROPERTY, (C) THE SUITABILITY OF THE REAL PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH CITY MAY CONDUCT THEREON, (D) THE COMPLIANCE OF OR BY THE REAL PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, (E) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF THE REAL PROPERTY, (F) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS INCORPORATED INTO THE REAL PROPERTY, (G) THE MANNER, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF THE REAL PROPERTY, (H) THE EXISTENCE OR NONEXISTENCE OF ANY LATENT OR PATENT DEFECTS WITH RESPECT TO THE REAL PROPERTY, (I) THE EXISTENCE OR NONEXISTENCE OR DISPOSAL OF HAZARDOUS SUBSTANCES OR POLLUTANTS AT, IN, ON, UNDER OR IN THE VICINITY OF THE REAL PROPERTY, INCLUDING, WITHOUT LIMITATION, ANY "HAZARDOUS SUBSTANCES" AS DEFINED BY THE COMPREHENSIVE ENVIRONMENTAL RESPONSE COMPENSATIONS AND LIABILITY ACT OF 1980, AS AMENDED, AND REGULATIONS PROMULGATED THEREUNDER (COLLECTIVELY, "CERCLA") AND ANY "SOLID WASTE" AS DEFINED BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY REGULATIONS AT 40 C.F.R., PART 26 I, (J) COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE LAWS, RULES, REGULATIONS, ORDERS OR REQUIREMENTS, INCLUDING WITHOUT LIMITATION CERCLA ("ENVIRONMENTAL LAWS"), (K) TITLE TO THE REAL PROPERTY OR THE ASSIGNABILITY, ASSUMABILITY, TRANSFERABILITY OR VALIDITY OF ANY CONTRACTS, AGREEMENTS, FRANCHISES, LICENSES, PERMITS, GOVERNMENT APPROVALS, WARRANTIES OR GUARANTIES RELATING TO THE REAL PROPERTY OR THE USE AND OPERATION THEREOF; (L) COMPLIANCE OR NONCOMPLIANCE WITH LOCAL,

STATE OR FEDERAL STATUTES, ORDINANCES, ORDERS, OR REGULATIONS CONCERNING THE REAL PROPERTY OR THE USE THEREOF; (M) PRIOR OR CURRENT OPERATIONS CONDUCTED ON THE REAL PROPERTY, OR (N) ANY OTHER MATTER OR THING WITH RESPECT TO, AFFECTING OR RELATING TO THE REAL PROPERTY. CITY FURTHER ACKNOWLEDGES AND AGREES THAT HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE REAL PROPERTY, CITY IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE REAL PROPERTY AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY KNIFE RIVER OR ANY AFFILIATE OF KNIFE RIVER OR ANY AGENT, EMPLOYEE, SERVANT OR REPRESENTATIVE OF KNIFE RIVER OR ANY AFFILIATE OF KNIFE RIVER OR ANY BROKER OR ANY OTHER PERSON. EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, KNIFE RIVER IS NOT AND SHALL NOT BE LIABLE OR BOUND IN ANY MANNER BY ANY ORAL OR WRITTEN STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE REAL PROPERTY, OR THE OPERATIONS THEREOF, FURNISHED BY KNIFE RIVER OR ANY AFFILIATE OF KNIFE RIVER OR ANY AGENT, EMPLOYEE, SERVANT OR REPRESENTATIVE OF KNIFE RIVER OR ANY AFFILIATE OF KNIFE RIVER OR ANY BROKER OR ANY OTHER PERSON.

11. Release. CITY HEREBY AGREES THAT, TO THE FULLEST EXTENT PERMITTED BY LAW, AS OF AND AFTER THE CLOSING OF THE PURCHASE AGREEMENT, AND, EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED IN THE PURCHASE AGREEMENT, KNIFE RIVER AND EACH OF ITS DIRECTORS, SHAREHOLDERS, OFFICERS, EMPLOYEES, ATTORNEYS, AFFILIATES AND RELATED ENTITIES, HEIRS, SUCCESSORS, AND ASSIGNS (COLLECTIVELY, THE "RELEASEES") SHALL BE, AND ARE HEREBY, FULLY AND FOREVER RELEASED AND DISCHARGED FROM ANY AND ALL LIABILITIES, INCLUDING, WITHOUT LIMITATION, STRICT LIABILITIES, LOSSES, CLAIMS (INCLUDING THIRD PARTY CLAIMS), DEMANDS, DAMAGES (OF ANY NATURE WHATSOEVER), CAUSES OF ACTION, COSTS, PENALTIES, FINES, JUDGMENTS, REASONABLE ATTORNEYS' FEES, CONSULTANTS' FEES AND COSTS AND EXPERTS' FEES (COLLECTIVELY, THE "CLAIMS") WITH RESPECT TO ANY AND ALL CLAIMS, WHETHER DIRECT OR INDIRECT, KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, THAT MAY ARISE ON ACCOUNT OF OR IN ANY WAY BE CONNECTED WITH THE REAL PROPERTY OR THE PHYSICAL, ENVIRONMENTAL AND STRUCTURAL CONDITION OF THE REAL PROPERTY OR ANY LAW OR REGULATION APPLICABLE THERETO, INCLUDING, WITHOUT LIMITATION, ANY CLAIMS FOR COST RECOVERY UNDER CERCLA OR ANY OTHER CLAIMS UNDER ANY ENVIRONMENTAL LAWS, AND ANY CLAIM OR MATTER (REGARDLESS OF WHEN IT FIRST APPEARED) RELATING TO OR ARISING FROM (I) ANY VIOLATION, NONCOMPLIANCE OR OBLIGATION TO COMPLY WITH ENVIRONMENTAL LAWS, THE PRESENCE OF ANY ENVIRONMENTAL PROBLEMS, OR THE USE, PRESENCE, STORAGE, RELEASE, DISCHARGE, OR MIGRATION OF HAZARDOUS MATERIALS ON, IN, UNDER OR AROUND THE REAL PROPERTY REGARDLESS OF WHEN SUCH HAZARDOUS MATERIALS WERE FIRST INTRODUCED IN, ON OR ABOUT THE REAL PROPERTY, (II) ANY PATENT OR LATENT DEFECTS OR DEFICIENCIES WITH RESPECT TO THE REAL PROPERTY WHICH ARE UNKNOWN TO KNIFE RIVER, (III) ANY AND ALL

MATTERS RELATED TO THE REAL PROPERTY OR ANY PORTION THEREOF, INCLUDING WITHOUT LIMITATION, THE CONDITION AND/OR OPERATION OF THE REAL PROPERTY AND EACH PART THEREOF, AND (IV) THE PRESENCE, RELEASE AND/OR REMEDIATION OF ASBESTOS AND ASBESTOS CONTAINING MATERIALS IN, ON OR ABOUT THE REAL PROPERTY REGARDLESS OF WHEN SUCH ASBESTOS AND ASBESTOS CONTAINING MATERIALS WERE FIRST INTRODUCED IN, ON OR ABOUT THE REAL PROPERTY. CITY HEREBY WAIVES AND AGREES NOT TO COMMENCE ANY ACTION, LEGAL PROCEEDING, CAUSE OF ACTION OR SUITS IN LAW OR EQUITY, OF WHATEVER KIND OR NATURE, DIRECTLY OR INDIRECTLY, AGAINST THE RELEASEES OR THEIR AGENTS IN CONNECTION WITH CLAIMS DESCRIBED ABOVE. THE RELEASE PROVIDED IN THIS SECTION SHALL SPECIFICALLY APPLY WHETHER OR NOT ANY OF THE FOREGOING IS ATTRIBUTABLE, IN WHOLE OR IN PART, TO THE NEGLIGENCE OF KNIFE RIVER OR ANY OTHER RELEASEE.

Consent 1. D.

City Council Regular Business Meeting
Meeting Date: 06/08/2026
TITLE: Water Reclamation Facility Equipment - Headworks Screen Replacement
PRESENTED BY: Louis Engels, Water Quality Superintendent
Department: Public Works
Presentation: No
Legal Review: Yes
Project Number: N/A

RECOMMENDATION
Staff recommends approval of the purchase of replacement parts for one of the four wastewater headworks screens in the amount of $101,388.88.

EXECUTIVE SUMMARY
The headworks screens at the Water Reclamation Facility are critical high-wear equipment that require replacement parts on a four-year cycle to maintain reliable operations. Staff recommends approval of the $101,388.88 purchase for replacement parts for one of the four headworks screens, to be funded through the wastewater operation and maintenance budget.

BACKGROUND (Consistency with Adopted Plans and Policies, if applicable)
The headworks screens are the first treatment step at the Water Reclamation Facility (WRF) and are a high-wear item. The WRF replaces parts on the headworks screens on a four-year replacement interval. These screens operate continuously to screen the entire wastewater flow of the City, approximately 20 million gallons per day.

FMS Screens is the manufacturer of the four (4) headworks screens. Saveco North America Inc. is the only area vendor for FMS Screens. The replacement parts are proprietary and need to match the original equipment. The quote form and sole source justification are attached to this memo.

FISCAL EFFECTS
The purchase of the headworks screen replacement parts costs $101,388.88 and will be paid out of wastewater funds. The budgeted cost for this equipment was $100,000. There is sufficient funding in the wastewater operation and maintenance fund to cover the remaining $1,388.88.

STAKEHOLDERS

ALTERNATIVES
City Council may:

- Approve the purchase of the replacement parts for the headworks screen replacement parts in the amount of $101,388.88; or
- Not approve the purchase of the replacement parts. If not approved, maintenance on the headworks screen will not proceed. The screen will eventually fail risking damage to equipment and treatment failure downstream of the screening process.

Attachments

Quote Form
Sole Source Form

SAVECO NORTH AMERICA, INC.
7809 100th St, Suite 150
PLEASANT PRAIRIE, WI 53158
USA

Voice: 815.636.8306
Fax: 815.636.8302

QUOTATION

Quote Number: P26143-00
Quote Date: May 8, 2026
Page: 1

Quoted To:

City of Billings
725 Highway 87 East
BILLINGS, MT 59111
USA

Customer ID	Good Thru	Payment Terms	Sales Rep
BILLINGS MT	7/7/26	Net 30 Days	COOMBS

Quantity	Item	Description	Unit Price	Amount
		Quote per Chris Swigert WEC216316 FRS II .		
48.00	FSMP-109236	Filter panel without rake for FRS, RB-1000 L=6	1,056.68	50,720.64
4.00	FSMP-109235	Filter panel with rake for FRS, RB-1000 L=6	1,151.46	4,605.84
1.00	FSMP-102442	Bottom brush for FRS screens sold by meter but cut to suit FRS3 size	538.06	538.06
1.00	FSMP-108074	Rubber Seal Plate Material provided by Meter, cut to suit.	308.29	308.29
1.00		Helical-worm gear unit with adapter SA67 brush drive	7,543.46	7,543.46
1.00		Brush Shaft SS304 Dia. 40	3,805.40	3,805.40
4.00	FSMP-104393	Brush shaft flange rotating assembly - with grease nipple	195.66	782.64
20.00	FSMP-102438	Round Brush system 2 S(STD)	346.39	6,927.80
1.00		SA87 Gear box chain drive SA87	18,067.46	18,067.46
1.60	FSMP-105117	Drive Shaft 1.4122 / Diameter 80 / 60	1,369.54	2,191.26
2.00	FSMP-102263	Hub for the sprocket diameter 60 C45 (FRS)	931.17	1,862.34
1.00		Helical - Worm Gear Unit with Adapter - PN: SA47 AM56 Scrapper gearbox . shipping prepaid billed actual cost	4,035.69	4,035.69
			Subtotal	101,388.88
			Sales Tax	
			TOTAL	**101,388.88**

Justification for Sole Source Provider

Date	5/12/2026	Vendor	Saveco North America, Inc
Requestor Name	Chris Swigert	Contact Name	Brad Miller
Department	Public Works	Phone #	224-302-0291
Division	Water Quality - WRF	Email	Brad.miller@savecowaterna.com
Phone #	406-657-8357	Amount	$ $101,388.88

Scope of Work or Product:

Replacement parts for the Headworks screens that include three separate drives and the physical screens that allow the primary removal of inorganic material from the raw sewage.

Reason for requesting sole source: (please check all that apply and supply necessary information)

☒ Item must match existing equipment because Saveco is the only area Vendor for FMS screens

☒ Item is a repair part for existing equipment OR item is to be attached to existing equipment.

Name of existing equipment: Headworks Screen #4

☒ Technical characteristics of requested item are essential to our needs because

Screen is critical initial step in the process and failure to maintain will allow non biological contamination further into the process

☒ Product is proprietary; no other manufacturer of this type of product exists.

☒ Only known vendor to service or provide this type of product in this region.

☐ Other manufacturers of this type of product do not meet our requirements:

Manufacturer's Name: Click here to enter text.

Reason: Click here to enter text.

Manufacturer's Name: Click here to enter text.

Reason: Click here to enter text.

☐ Product is being purchased through State of Montana Contract #: Click here to enter text.

☐ Other reason not listed above: Click here to enter text.

Please attach all appropriate documents and forward to Purchasing Agent. *Thank you.*

City Council Regular Business Meeting
Meeting Date: 06/08/2026
TITLE: 911 Call Center Replacement of Uninterrupted Power Supplies
PRESENTED BY: Tricia Mae
Department: City Hall Administration
Presentation: No
Legal Review: Yes
Project Number: N/A

RECOMMENDATION

Staff recommends that the Council approve and award a contract to CDW Government LLC for the replacement of the Uninterruptible Power Supplies (UPS) at the 911 Call Center, in the amount of $234,598.48.

EXECUTIVE SUMMARY

The UPS battery banks are critical to the operations of the 911 Call Center. These battery banks ensure that operational systems remain powered between the loss of utility power and the point at which generators assume the electrical load. Without functioning battery banks, dispatchers would lose all communication capabilities. The current batteries are valve-regulated lead-acid units with a life expectancy of 4 to 6 years. The proposed replacement units are lithium-ion, offering an expected service life of approximately 20 years.

BACKGROUND (Consistency with Adopted Plans and Policies, if applicable)

CDW Government participates in a cooperative purchasing contract through Sourcewell. Cooperative purchasing, as defined by the American Bar Association's Model Procurement Code for State and Local Governments, is procurement conducted by or on behalf of multiple public procurement units. Sourcewell streamlines this process by developing national, competitive solicitations through rigorously prepared Request for Proposals (RFPs) and Invitation for Bids (IFBs). This approach reduces administrative effort for participating agencies and provides access to high-quality products and services from reputable, nationally recognized suppliers.

The existing UPS units were manufactured in 2017 and placed into service in 2019. The units have now been in service for approximately seven years and are beyond the typical 4-to-6-year life expectancy of the current valve-regulated lead-acid battery banks. The UPS units recently went into alarm. While staff is currently able to silence the alarms, the units are actively failing. The 911 Call Center has begun preparing contingency plans in the event the UPS units fail during a power outage. Replacement is necessary to maintain reliable emergency communications and reduce the risk of a complete system shutdown during a utility power interruption.

FISCAL EFFECTS

The project will be funded jointly by the City and Yellowstone County using resources specifically designated for equipment within the 911 Call Center. **There is no impact on the General Fund.**

STAKEHOLDERS

Stakeholders include City and County residents; law enforcement agencies; fire departments; emergency medical services; all public safety and emergency response agencies that rely on the 911 Call Center; and the City and County departments responsible for maintaining critical communications infrastructure.

ALTERNATIVES

City Council may: • Approve the contract; or
• Not Approve the contract.
If not approved, the 911 Call Center will remain at risk of a complete system shutdown during a power outage. Without reliable uninterruptible power, the center would be forced to fully reboot all systems and servers once generators assume the electrical load, resulting in significant disruptions to 911 call-taking and radio communications services.

Attachments

UPS Replacement Agreement
CDW Proposal

SERVICES AGREEMENT

THIS AGREEMENT is made and entered into _____, by and between the **CITY OF BILLINGS, MONTANA,** a municipal corporation organized and existing under the laws of the State of Montana, P.O. Box 1178, Billings, Montana 59103, hereinafter referred to as "**CITY**," and **CDW GOVERNMENT LLC**, of 230 N. Milwaukee Ave., Vernon Hills IL 60061 hereinafter referred to as "**CONTRACTOR**."

WHEREAS, the CONTRACTOR has contracted with Sourcewell to provide technology products and services with related solutions pursuant to Contract No. 121923-CDW dated March 13, 2024 (the "Sourcewell Agreement") which those parties entered into upon Sourcewell's award of RFP 121923 to CONTRACTOR for technology products and services with related solutions;

THEREFORE, the CITY and the CONTRACTOR have determined that the Sourcewell Agreement is an acceptable agreement upon which the CITY and the CONTRACTOR may establish a participating agreement,

In consideration of the mutual covenants and agreements herein contained, the receipt and sufficiency whereof being hereby acknowledged, the parties hereto agree as follows:

1. **PURPOSE: CITY** agrees to hire **CONTRACTOR** as an independent contractor to perform the services of replacing of two existing Uninterrupted Power Supplies (UPS) described in the Scope of Work attached hereto as Exhibit "A" and by this reference made a part hereof.
2. **EFFECTIVE DATE:** This **AGREEMENT** is effective upon the date of its execution and will terminate on October 1, 2026. The parties may extend this **AGREEMENT**, by mutual concurrence, for sixty (60) days, in writing prior to its termination.
3. **SCOPE OF WORK:** The **CONTRACTOR** shall perform the services outlined in Exhibit "A". In performing these services, the **CONTRACTOR** shall at all times comply with all federal, state and local statutes, rules and ordinances applicable. These services and all duties incidental or necessary therefor, shall be performed diligently and completely and in accordance with professional standards of conduct and performance.
4. **INCORPORATION BY REFERENCE:** All exhibits and addenda attached hereto, as well as any bid or proposal referenced, are hereby incorporated into this **AGREEMENT** and made a part hereof. If there is any conflict between such

exhibits or addenda and the terms of this **AGREEMENT**, the terms of this **AGREEMENT** shall control.

5. **PAYMENT: CITY** agrees to pay **CONTRACTOR** Two hundred thirty-four thousand five hundred ninety-eight and 48/100 dollars ($234,598.48) for the work described in the Scope of Work in Exhibit "A". Any alteration or deviation from the described work that involves extra costs will be executed only upon written request by the **CITY** to **CONTRACTOR** and will become an extra charge over and above the contract amount. The parties must agree upon any extra charges in writing.

Except as otherwise specified herein, the **CONTRACTOR** shall invoice the **CITY** for all services rendered pursuant to this **AGREEMENT**. Except as otherwise set forth in a Statement of Work, all services will be deemed accepted if the **CITY** does not reject the services by providing written notice within five (5) days after delivery, specifically identifying the manner in which the services fail to materially comply with their applicable specifications. Such invoices shall specify the services provided to the **CITY** and identify the applicable fees, and shall be accompanied by reasonable documentation or other reasonable explanations supporting such charges.

Except as otherwise specified herein, the **CITY** shall pay, net of applicable withholding tax, if any, the **CONTRACTOR** for said invoice within thirty (30) days after receipt.

6. **INDEPENDENT CONTRACTOR STATUS:** The parties agree that **CONTRACTOR** is an independent contractor for purposes of this **AGREEMENT** and is not to be considered an employee of the **CITY** for any purpose. **CONTRACTOR** is not subject to the terms and provisions of the **CITY**'s personnel policies handbook and may not be considered a **CITY** employee for workers' compensation or any other purpose. **CONTRACTOR** is not authorized to represent the **CITY** or otherwise bind the **CITY** in any dealings between **CONTRACTOR** and any third parties.

7. **INSURANCE:**

A. The **CONTRACTOR** shall maintain in good standing the insurance described in this Section. Before rendering any services under this **AGREEMENT**, the **CONTRACTOR** shall furnish the **CITY** with proof of insurance in accordance with this Section.

The **CONTRACTOR** shall provide the following insurance:

1. Workers' compensation and employer's liability coverage as required by Montana law.

2. Commercial general liability, including contractual liability assumed under an insured agreement and personal injury coverage's -- $1,500,000 per occurrence.

3. Automobile liability -- $1,500,000 per accident.

The limits required by this **AGREEMENT** can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies).

Each policy of insurance required by this Section shall provide for no less than 30 days' advance written notice to the **CITY** prior to cancellation.

The **CITY** shall be included as an additional insured on all policies except Worker's Compensation Policies.

CONTRACTOR shall comply with the applicable requirements of the Workers' Compensation Act, Title 39, Chapter 71, MCA, and the Occupational Disease Act of Montana, Title 39, Chapter 71, MCA.

CONTRACTOR shall maintain workers' compensation insurance coverage for all members and employees of **CONTRACTOR's** business, except for those members who are exempted as independent contractors under the provisions of §39-71-401, MCA.

CONTRACTOR shall furnish **CITY** with copies showing one of the following: **(1)** a binder for workers' compensation coverage by an insurer licensed and authorized to provide workers' compensation insurance in the State of Montana; or **(2)** proof of exemption from workers' compensation granted by law for independent contractors.

8. **REGISTRATION: CONTRACTOR** shall furnish **CITY** with at least one of the following:

(1) Proof of registration as a registered contractor under Title 39, Chapter 9, MCA; or,

(2) Proof of independent contractor certification pursuant to Title 39, Chapter 71, MCA.

9. **PERMITTING AND INSPECTIONS:**

A. **CONTRACTOR** to obtain all required permits before beginning construction. Cost of permits shall be billed to the **CITY** as a reimbursable expense with no mark-up.

B. **CONTRACTOR** to obtain all required inspections during construction and at final completion.

10. **EQUIPMENT AND MATERIALS INVENTORY:**

A. A detailed inventory list shall be provided by **CONTRACTOR** to **CITY** upon **CONTRACTOR** mobilization or project commencement.

B. Inventory list to include material information (make, model, etc.), and quantity.

C. When an item is installed and commissioned it shall be deducted from the inventory list.

11. **WARRANTY: CONTRACTOR** warrants that all services and work will be performed in a good workman-like manner. **CONTRACTOR** acknowledges that it will be liable for any breach of this warranty for the lesser period of from the time services are completed or any warranty described in the Scope of Work in Exhibit "A".

Except as set forth herein, and subject to applicable law, seller makes no other, and expressly disclaims all other, representations, warranties, conditions and covenants, either express or implied (including without limitation, any express or implied warranties or conditions of fitness for a particular purpose, merchantability, or satisfactory quality) arising out of, or related to, the purchased items or their performance or non-performance, including but not limited to any warranty relating to third party services

12. **COMPLIANCE WITH LAWS: CONTRACTOR** agrees to comply with all federal, state, and local laws, ordinances, rules, and regulations. **CONTRACTOR** agrees to purchase a **CITY** business license.

13. **PREVAILING WAGE RATES:** Unless superseded by federal law, Montana law requires that contractors and subcontractors give preference to the employment of Montana residents for any public works contract in excess of $25,000 for construction or nonconstruction services in accordance with sections 18-2-401 through 18-2-432, MCA, and all administrative rules adopted pursuant thereto. Unless superseded by federal law, each contractor shall ensure that at least 50% of the contractor's workers performing labor on a construction project are bona fide Montana residents. The Commissioner of the Montana Department of Labor and Industry has established the resident requirements in accordance with sections 18-2-403 and 18-2-409, MCA. Any and all questions concerning prevailing wage and Montana resident issues should be directed to the Montana Department of Labor and Industry.

In addition, unless superseded by federal law, all employees working on a public works contract shall be paid prevailing wage rates in accordance with sections 18-2-401 through 18-2-432, MCA, and all administrative rules adopted pursuant thereto. Montana law requires that all public works contracts, as defined in section 18-2-401, MCA, in which the total cost of the contract is in excess of $25,000, contain a provision stating for each job classification the standard prevailing wage rate, including fringe benefits, travel, per diem, and zone pay that the contractors, subcontractors, and employers shall pay during the public works contract.

Section 18-2-406, MCA, requires that all contractors, subcontractors, and employers who are performing work or providing services under a public works

contract post in a prominent and accessible site on the project staging area or work area, no later than the first day of work and continuing for the entire duration of the contract, a legible statement of all wages and fringe benefits to be paid to the employees in compliance with section 18-2-423, MCA. Section 18-2-423, MCA, requires that employees receiving an hourly wage must be paid on a weekly basis.

Furthermore, Section 18-2-417, requires allowance for a 3% annual increase in wages for a multiyear contract. (1) Any public works contract that by the terms of the original contract calls for more than 30 months to fully perform must include a provision to adjust, as provided in subsection (2), the standard prevailing rate of wages to be paid to the workers performing the contract. (2) The standard prevailing rate of wages paid to workers under a contract subject to this section must be adjusted 12 months after the date of the award of the public works contract. The amount of the adjustment must be a 3% increase. The adjustment must be made and applied every 12 months for the term of the contract. (3) Any increase in the standard rate of prevailing wages for workers under this section is the sole responsibility of the contractor and any subcontractors and not the contracting agency.

Each contractor, subcontractor, and employer must maintain payroll records in a manner readily capable of being certified for submission under section 18-2-423, MCA, for not less than three years after the contractor's, subcontractor's, or employer's completion of work on the public works contract.

The nature of the work performed or services provided under this contract meets the statutory definition of a "public works contract" under section 18-2-401(11)(a), MCA, The booklet is attached and may also be found at http://erd.dli.mt.gov/labor-standards/state-prevailing-wage-rates.

14. **CONTRACTORS' GROSS RECEIPTS TAX: CONTRACTOR** understands that all contractors or subcontractors working on a publicly funded construction project, including any work requiring the installation, addition, placement, replacement, or removal of any equipment, parts, structures, or materials of any kind whatsoever, are required to pay or have withheld from earnings one percent (1%) of the gross contract price if the gross contract price is Eighty Thousand Dollars ($80,000) or more.

15. NONDISCRIMINATION:

A. **CONTRACTOR** shall, in performance of work under this **AGREEMENT**, fully comply with all applicable federal, state, or local laws, rules, regulations, and executive orders including but not limited to, the Montana Human Rights Act, the Equal Pay Act of 1963, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973.

CONTRACTOR is the employer for the purpose of providing healthcare benefits and paying any applicable penalties, fees and taxes under the Patient Protection and Affordable Care Act [P.L. 111-148, 124 Stat. 119]. Any subletting or subcontracting by **CONTRACTOR** subjects subcontractors to the same provisions. In accordance with 49-3- 207, MCA, and Executive Order No. 04-2016. **CONTRACTOR** agrees that the hiring of persons to perform this Contract will be made on the basis of merit and qualifications and there will be no discrimination based on race, color, sex, pregnancy, childbirth or medical conditions related to pregnancy or childbirth, political or religious affiliation or ideas, culture, creed, social origin or condition, genetic information, sexual orientation, gender identity or expression, national origin, ancestry, age, physical or mental disability, military service or veteran status, or marital status by the persons performing this **AGREEMENT**. **CONTRACTOR** will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

B. **CONTRACTOR** shall state, in all solicitations or advertisements for employees to work on jobs, that all qualified applicants will receive equal consideration for employment without regard to race, color, sex, pregnancy, childbirth or medical conditions related to pregnancy or childbirth, political or religious affiliation or ideas, culture, creed, social origin or condition, genetic information, sexual orientation, gender identity or expression, national origin, ancestry, age, physical or mental disability, military service or veteran status, or marital status.

CONTRACTOR and subcontractor shall abide by the requirements of 41 CFR 60- 300.5(a) and 41 CFR 60-741.5(a), which prohibit discrimination against qualified protected veterans and/or qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and individuals with disabilities.

CONTRACTOR and any subcontractor shall abide by the requirements of 41 CRF 60- 1.4, which states employees or applicants may not be discharged or in any other manner discriminated against because they have inquired about, discussed, or disclosed their own pay or the pay of another employee or applicant. However, employees who have access to the compensation

information of other employees or applicants as a part of their essential job functions cannot disclose the pay of other employees or applicants to individuals who do not otherwise have access to compensation information, unless the disclosure is (a) in response to a formal complaint or charge, (b) in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or (c) consistent with **CONTRACTOR'S** legal duty to furnish information.

C. **CONTRACTOR** shall comply with all reporting requirements that may apply to it that the **CITY** may establish by regulation. **CONTRACTOR** will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

D. **CONTRACTOR** shall comply with all applicable federal, state, and city laws concerning the prohibition of discrimination. This includes complying with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

E. In the event of **CONTRACTOR'S** noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

F. **CONTRACTOR** shall include the provisions of Subsections A through F of this Section in every subcontract or purchase order under this **AGREEMENT**, so as to be binding upon every such subcontractor or vendor of **CONTRACTOR** under this **AGREEMENT**. **CONTRACTOR** will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

G. **CONTRACTOR** agrees to post, in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this non- discrimination clause.

16. **CONTRACTOR PERSONNEL:** A list of personnel who will be onsite for project shall be provided by **CONTRACTOR** to **CITY** within 10 business days of contract execution, including:

    A. First and last name;

    B. Duration onsite; and,

    C. Personnel responsibilities.

17. **SAFETY PROGRAM: CONTRACTOR** to provide **CITY** with safety program within 10 business days of contract execution.

18. **MEETINGS: CONTRACTOR** shall attend a pre-construction meeting with **CITY** representatives, as well as progress meetings as reasonably requested by the **CITY**.

19. **PROJECT SCHEDULE TIMELINE:** A project schedule timeline shall be provided by **CONTRACTOR** to **CITY** within 10 business days of contract execution.

    Accepted schedule formats are Gantt chart, network diagram, critical path diagram, or sequential flow chart.

    A Phase-Based Work-Breakdown Structure (WBS) by resource shall be provided by **CONTRACTOR** to **CITY** within 10 business days of contract execution and shall include a decomposed project scope consisting of phases and deliverables, tasks, and component deadlines.

20. **REDUCTION OF FUNDING:** This **AGREEMENT** may be terminated if funds are not appropriated or otherwise made available to support the **CITY's** continuation of performance of this **AGREEMENT** in a subsequent fiscal period. If funds are not appropriated or otherwise made available through the **CITY's** budgeting process to support continued performance of this **AGREEMENT** (whether at an initial contract payment level or any contract increases to that initial level) in subsequent fiscal periods, the **CITY** shall terminate this **AGREEMENT** as required by law. The **CITY** shall provide **CONTRACTOR** the date the **CITY's** termination shall take effect.

    The **CITY** shall not be liable to **CONTRACTOR** for any payment that would have been payable had the **AGREEMENT** not been terminated under this provision. As stated above, the **CITY** shall be liable to **CONTRACTOR** only for the payment, or prorated portion of that payment, owed to **CONTRACTOR** up to the date the **CITY's** termination takes effect. This is **CONTRACTOR's** sole remedy. The **CITY** shall not be liable to **CONTRACTOR** for any other payments or

damages arising from termination under this section, including but not limited to general, special, or consequential damages such as lost profits or revenues.

21. **LIAISON:** The **CITY's** designated liaison for this **AGREEMENT** is Tricia Mae and the **CONTRACTOR**'s designated liaison for this **AGREEMENT** is Jon Watters.

22. **GOVERNING LAW AND VENUE:** This **AGREEMENT** shall be construed and enforced in accordance with the laws of the State of Montana. Venue for any suit between the parties arising out of this **AGREEMENT** shall be the State of Montana Thirteenth Judicial District Court, Yellowstone County.

23. **SEVERABILITY:** Any provision or part of the **AGREEMENT** held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the **CITY** and the **CONTRACTOR**, who agree that the **AGREEMENT** shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

24. **SUCCESSORS AND ASSIGNS:** Neither the **CITY** nor the **CONTRACTOR** shall assign, transfer or encumber any rights, duties or interests accruing from this **AGREEMENT** without the written consent of the other, which will not be unreasonably withheld.

IN WITNESS WHEREOF, the parties hereto have executed this instrument the day and year first above written.

CITY OF BILLINGS, MONTANA

_____

MIKE NELSON,
MAYOR

APPROVED AS TO FORM:

_____

TITLE
CITY ATTORNEY'S OFFICE

ATTEST:

_____

CDW GOVERNMENT LLC

_____

SIGNATURE

_____

PRINT NAME

_____

PRINT

DENISE BOHLMAN, CITY CLERK

EXHIBIT A

SCOPE OF WORK

All services to be rendered a**t**
Site Name: 911 Call Center
Site Address: 911 N. 24th St, Billings MT 59101
Tax ID: A16423

SCOPE OF WORK

This quote includes a turn-key cost for removal and installation of two existing and two new UPSs at the City of Billings 911 Call Center. The labor includes Davis-Bacon wages during normal 5x8 working hours. Please see below for details regarding the services.

- Replacement of two existing 40kW 208V UPS with VRLA with two new 40kW 208V UPS with +20yr lithium-ion and BMS. All AC & DC connections and alterations to be conducted by a local, licensed electrician and managed by CFT.

- CFT shall have a representative on site for the duration of each change, along with factory personnel, to perform UPS assembly & Start-Up.

- Pre-Delivery & Site Coordination, including the following:
  - Pre-delivery planning and coordination
  - Power requirement consultation with EC & End user; review plans and consult with Subcontractor to ensure proper power requirements for the solution have been accounted for before installation.
  - Prepare an electronic copy of product submittals and technical documents for installers & engineers
  - Scheduling of all APC Engineers for assembly and startup of UPS
  - Coordination with the end-user for product delivery and warranty.

- Post-Delivery Review, including the following:
  - On-site inventory reconciliation with the customer upon receipt of product delivery
  - Provide technical assistance to EC for assembly and placement of power (UPS)equipment.
  - Prepare the Operation and Maintenance Manual in electronic format for the operations department.
  - Provide all Project Management tasks for a successful replacement.

INSURANCE CERTIFICATE(S)

PREVAILING WAGE RATE BOOKLET

May 4th, 2026 **Quote #: (2) Galaxy VS 40kVA UPS with Installation**

END USER:
City of Billings
210 N. 27th St.
Billings, MT 59102

IN CARE OF RESELLER:
Jon Watters, Executive Account Manager
Rob Pepper, Consulting Solution Architect – Power & Cooling
CDW-G
625 W. Adams St.
Chicago, IL 60661
Direct Toll-Free: (866) 339-7081 Direct Fax: (312) 752-4293 E-mail: jonwatt@cdwg.com

We are pleased to provide our quotation for the following APC products and services:

Qty.	Product	Description	Price	Extended Price
2	GVSUPS40KFS	Galaxy VS UPS 40kW 208V for External Batteries, Start-up 5x8	25,429.98	50,859.96
2	GVSOPT001	Galaxy VS Air Filter Kit for 521mm wide UPS	232.83	465.66
2	GVSOPT002	Galaxy VS Seismic Kit for Modular Battery Cabinet or 521mm wide UPS	264.68	529.36
2	GVSOPT003	Galaxy VS Seismic Kit for Maintenance Bypass Cabinet	198.79	397.58
2	GVSBPSU80G	Galaxy VS Maintenance Bypass Cabinet, UL, Single-Unit 10-40kW 208V, 20-80kW 480V, 20-80kW 400V	5,128.83	10,257.66
2	LIBSESMG16UL	Galaxy Li-Ion Battery Cabinet UL with 16 x 2.04 kWh battery modules	46,807.42	93,614.84
2	LIBSEDATABMSUL	Galaxy Lithium-ion Battery Cabinet UL Data Kit	664.45	1,328.90
2	WASSEM-VS2-A50	Assembly Service for (1) GVS 30-50kVA	3,574.81	7,149.62
2	WSTRTUP-LB-01	(1) Startup Service for (1) Cabinet Li-Ion Battery solution	2,498.52	4,997.04
2	WUPGEAA-UG-01	1Yr EAA Prev Srvc Upgrd to FW or Exstng Srvc Plan - (1) 1or3P UPS 10 - 40kVA, Batt Frm, PDU or Acc.	153.74	307.48
2	WASSEMEXBAT-LB-01	(1) Assembly Service for (1) Cabinet Li-Ion Battery solution	3,020.19	6,040.38

Discounted UPS Price **$175,948.48**
Contract: Sourcewell 121923-State of Montana

Installation/Project Management Services:

SCOPE OF WORK

This quote includes a turn-key cost for removal and installation of two existing and two new UPSs at the City of Billings 911 Call Center. The labor includes Davis-Bacon wages during normal 5x8 working hours. Please see below for details regarding the services.

- Replacement of two existing 40kW 208V UPS with VRLA with two new 40kW 208V UPS with +20yr lithium-ion and BMS. All AC & DC connections and alterations to be conducted by a local, licensed electrician and managed by CFT.

- CFT shall have a representative on site for the duration of each change, along with factory personnel, to perform UPS assembly & Start-Up.

- Pre-Delivery & Site Coordination, including the following:
  - Pre-delivery planning and coordination
  - Power requirement consultation with EC & End user; review plans and consult with Subcontractor to ensure proper power requirements for the solution have been accounted for before installation.
  - Prepare an electronic copy of product submittals and technical documents for installers & engineers
  - Scheduling of all APC Engineers for assembly and startup of UPS
  - Coordination with the end-user for product delivery and warranty.

- Post-Delivery Review, including the following:
  - On-site inventory reconciliation with the customer upon receipt of product delivery
  - Provide technical assistance to EC for assembly and placement of power (UPS)equipment.
  - Prepare the Operation and Maintenance Manual in electronic format for the operations department.
  - Provide all Project Management tasks for a successful replacement.

Exclusions & Clarifications

- CFT, Schneider Electric, and the Licensed Electrician are not responsible for the downstream loads being supported during the UPS replacements.
- UPS replacements shall be back-to-back, with one being commissioned and the other starting the next day.

Discounted Project Management Price **$58,650.00**
Contract: Sourcewell 121923-State of Montana

Sub-Total Hardware & PM Price **$234,598.48**
Taxes **$0.00**
Total Hardware & Installation Price **$234,598.48**
Contract: Sourcewell 121923-State of Montana

Terms & Conditions:

- Quotation Valid for 30 days
- CDW covers basic dock to dock delivery

The terms and conditions provided on this link apply:

http://www.cdw.com/content/terms-conditions/default.aspx

Consent 1. F.

City Council Regular Business Meeting
Meeting Date: 06/08/2026
TITLE: BSEDA Donation For Coulson Park Signage
PRESENTED BY: Brad Wright
Department: Parks/Rec/Public Lands
Presentation: No
Legal Review: No
Project Number: N/A

RECOMMENDATION

PRPL seeks Council consent to accept and utilize funds being donated by Big Sky Economic Development. The funds donated are in the amount of $25,000.00.

EXECUTIVE SUMMARY

This request for Council consent is to accept and utilize funds in the amount of $25,000 donated by Big Sky Economic Development. Funds are part of the awarded matching grant program through PRPL from 2025. To not accept funds would not allow this project to be completed.

BACKGROUND (Consistency with Adopted Plans and Policies, if applicable)

This donation is in conjunction with PRPL's matching grant program. BSEDA applied for matching funds in 2025 and were awarded $14,148.00. Funds are to be utilized to purchase a monument boulder rock sign and have it installed at Coulson Park. Please see the attached file for approximate sign location.

FISCAL EFFECTS

PRPL expects little to no budget increase after project completion. PRPL does not expect to hire any FTEs, any work associated with the new sign can be handled by the current assigned park attendant. The project and funding has previously been approve through the matching grant program.

STAKEHOLDERS

City of Billings
PRPL
Big Sky Economic Development
City of Billings citizens and park users

ALTERNATIVES

City Council may or not approve the acceptance of the donated funds.
Accepting - allows the sign purchase and installation per the matching grant program.
Nonacceptance - will cut funding and the project will not be completed per the matching grant program.

Attachments

Sign Location

Coulson Park Rd, Billings, MT, 5

Show search results for **Coulson Park** ...

190 TURNAROUND

190

CHARLENE ST

City Council Regular Business Meeting
Meeting Date: 06/08/2026
TITLE: Bond Resolution for the 2026B Water System Revenue Bonds
PRESENTED BY: Andy Zoeller, Finance Director
Department: Finance
Presentation: No
Legal Review: No
Project Number: N/A

RECOMMENDATION
Staff recommends that City Council approve the Bond Resolution for the 2026B Water System Revenue Bond.

EXECUTIVE SUMMARY
The first series of bonds, Series 2023A, was issued in the amount of $70,000,000 with the understanding that a second series would be necessary once those funds were fully utilized. Public Works has now reached a stage in the project where additional funding is required to complete construction. The second series, Series 2026B, in the amount of $40,000,000, was sold on 6/1/2026.

BACKGROUND (Consistency with Adopted Plans and Policies, if applicable)
On April 13, 2026, the City Council approved the resolution authorizing the sale of bonds for the West End Reservoir. The City received a Moody's rating of Aa2. The bond proceeds will be used to complete the West End Reservoir Project. The bonds are scheduled to close on June 1, 2026. Due to the short timeline, Finance was unable to meet the Council memo deadline and will email the final and complete Bond Resolution to the Council, prior to the June 8th meeting date. A complete copy of the resolution will also be available at the June 8, 2026, meeting.

Once the Council approves this resolution, the closing can occur and the bond proceeds will be disbursed to the construction account.

FISCAL EFFECTS
The actual interest rate will be determined at the time of pricing of the bonds, which will drive the total cost of borrowing, but in no case will the pricing exceed the parameters set by City Council on April 13, 2026.

STAKEHOLDERS

ALTERNATIVES
There are no viable alternatives.

Attachments

Bond Resolution

CERTIFICATE AS TO RESOLUTION AND ADOPTING VOTE

I, the undersigned, being the duly qualified and acting recording officer of the City of Billings, Montana (the "City"), hereby certify that the attached resolution is a true copy of Resolution No. _____, entitled: "RESOLUTION RELATING TO $[_____] WATER SYSTEM REVENUE BONDS, SERIES 2026; AUTHORIZING THE SALE AND PRESCRIBING THE FORMS AND TERMS THEREOF AND THE SECURITY THEREFOR" (the "Resolution"), on file in the original records of the City in my legal custody; that the Resolution was duly adopted by the City Council of the City at a regular meeting on June 8, 2026, and that the meeting was duly held by the City Council and was attended throughout by a quorum, pursuant to call and notice of such meeting given as required by law; and that the Resolution has not as of the date hereof been amended or repealed.

I further certify that, upon vote being taken on the Resolution at said meeting, the following Council Members voted in favor thereof: _____ _____; voted against the same: ____ _____; abstained from voting thereon: _____; or were absent: _____ _____.

WITNESS my hand officially this 8th day of June, 2026.

_____
City Clerk

RESOLUTION NO. [_____]

RESOLUTION RELATING TO $[_____] WATER SYSTEM REVENUE BONDS, SERIES 2026; AUTHORIZING THE SALE AND PRESCRIBING THE FORMS AND TERMS THEREOF AND THE SECURITY THEREFOR

BE IT RESOLVED by the City Council (the "Council") of the City of Billings, Montana (the "City"), as follows:

Section 1. Definitions, Authorizations and Findings.

1.01. Authorization. Under Montana Code Annotated, Title 7, Chapter 7, Parts 44 and 45, as amended (the "Act"), the City is authorized to sell and issue its revenue bonds payable during a term not exceeding forty years from their date of issue, to provide funds for the reconstruction, improvement, betterment and extension of a water system; provided that the bonds and the interest thereon are to be payable solely out of the income and revenues to be derived from rates, fees and charges for the services, facilities and commodities furnished by such water system, and are not to create any obligation of the City for the payment of which taxes may be levied except to pay for services provided by the water system to the City.

1.02. Prior City Actions. In accordance with the Act, and pursuant to Resolution No. 23-11134 adopted by the Council on July 10, 2023, as amended and supplemented by Resolution No. 23-11140 adopted by the Council on July 10, 2023 (collectively, the "Original Resolution"), the City has issued and there are outstanding the City's:

- Water System Revenue Bond (DNRC Drinking Water State Revolving Fund Program), Series 2009B (the "Series 2009B Bond"),
- First Amended and Restated Water System Revenue Bond (DNRC Drinking Water State Revolving Fund Program), Series 2009C (the "Series 2009C Bond"),
- First Amended and Restated Water System Revenue Bond (DNRC Drinking Water State Revolving Fund Program), Series 2009D (the "Series 2009D Bond"),
- First Amended and Restated Water System Revenue Bond (DNRC Drinking Water State Revolving Fund Program), Series 2010B (the "Series 2010B Bond"),
- Water System Revenue Bond (DNRC Drinking Water State Revolving Fund Program), Series 2012 (the "Series 2012 Bond"),
- Water System Revenue Bond (DNRC Drinking Water State Revolving Fund Program), Series 2014 (the "Series 2014 Bond"),
- Water System Revenue Bond (DNRC Drinking Water State Revolving Fund Program), Series 2015 (the "Series 2015 Bond"), and
- Water System Revenue Bonds, Series 2023A (the "Series 2023A Bonds").

The Series 2009B Bond, Series 2009C Bond, Series 2009D Bond, Series 2010B Bond, Series 2012 Bond, Series 2014 Bond and Series 2015 Bond are collectively referred to herein as the "Outstanding SRF Bonds." Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Original Resolution.

1.03. Additional Bonds. In Article IV of the Original Resolution, the City reserved the right to issue Additional Bonds payable from and secured by Net Revenues of the System on a parity with the Outstanding SRF Bonds and the Series 2023A Bonds on certain terms and conditions, including the requirement that Net Revenues of the System for the last complete Fiscal Year equaled at least 125% of the maximum amount of principal and interest payable from the Revenue Bond Account in any subsequent Fiscal Year on all Bonds then Outstanding and on the Additional Bonds proposed to be issued. The Net Revenues of the System for Fiscal Year ended June 30, 2025 were equal to $29,454,760, which is more than 125% of the maximum amount of principal and interest payable on the Outstanding SRF Bonds, the Series 2023A Bonds, and Series 2026 Bonds (as hereinafter defined) in any subsequent Fiscal Year ($_____ x 125% = $_____). Therefore, it is determined that the City is authorized to issue the Series 2026 Bonds in the aggregate principal amount of $[_____] as Additional Bonds on a parity with the Outstanding SRF Bonds and the Series 2023A Bonds.

1.01. The System Project. The City has determined to undertake certain improvements to the City's municipal water system (the "System"), including design, engineering and construction of a new water reservoir, water treatment plant and related improvements (collectively, the "System Project"). The System Project is currently expected to cost approximately $155,000,000. Proceeds of the Series 2026 Bonds are expected to be used to pay a portion of the costs of the System Project and to pay costs of issuing the Series 2026 Bonds. Costs of the System Project in excess of the proceeds of the Series 2026 Bonds were paid and are expected to be paid from proceeds of the Series 2023A Bonds and cash the City has on hand and available therefor.

1.04. Findings and Determinations. It is hereby found, determined and declared by this Council as follows:

(a) The City is authorized under the Act to charge just and equitable rates, charges and rentals for all services directly or indirectly furnished by the System, and to pledge and appropriate to the payment of the Bonds the revenues to be derived from the operation of the System, including improvements, betterments or extensions thereof hereafter constructed or acquired.

(b) The Net Revenues to be produced by such rates, charges and rentals during the term of the Series 2026 Bonds will be sufficient to pay the principal of and interest when due on the Outstanding SRF Bonds, the Series 2023A Bonds, and the Series 2026 Bonds, to create and maintain reasonable reserves therefor, to pay the reasonable and ordinary costs of operating and maintaining the System and to provide an adequate allowance for replacement and repair, as herein prescribed or prescribed in the Original Resolution. Upon the issuance of the Series 2026 Bonds, the only Bonds (as defined in the Original Resolution) payable from the System will be the Outstanding SRF Bonds, the Series 2023A Bonds, and the Series 2026 Bonds.

(c) It is in the best interests of the City and its residents to issue and sell the Series 2026 Bonds to finance or reimburse the costs of the System Project as provided in this Supplemental Resolution.

1.05. Authorization and Sale of Series 2026 Bonds.

(d) Pursuant to Resolution No. 26-11324 adopted April 13, 2026 (the "Authorizing Resolution"), which authorized and provided for the sale of the City's Water System Revenue Bonds, Series 2026 (the "Series 2026 Bonds"), the City conducted a public sale, duly noticed pursuant to Section 7-7-4434 of the Act, including in the Yellowstone County News, a newspaper of general circulation in the State, pursuant to which bids were received on June [__], 2026. Thereafter the City Administrator and the City Finance Director were presented with tabulated bids.

(e) Based on such bids and in accordance with the parameters set forth in the Authorizing Resolution, on [June __], 2026, the City Administrator and the City Finance Director awarded the sale of the Series 2026 Bonds to [_____] (the "Original Purchaser"), on its bid, which is attached hereto as Exhibit A, to purchase the Series 2026 Bonds at a price of $[_____] (representing the principal amount of the Series 2026 Bonds ($[_____], plus original issue premium of $[_____], and less underwriter's discount of $[_____]). The interest rates designated by the Original Purchaser in such bid and set forth in Section 2.01 result in a true interest cost of [_____]%.

It is hereby found, determined and declared that the public sale was conducted in accordance with the Act and the interest rates and other terms of the Original Purchaser's bid are in accordance with the parameters set forth in the Authorizing Resolution and the procedures of the public sale and the award of the Series 2026 Bonds to the Original Purchaser are hereby ratified and confirmed.

1.06. Recitals. All acts, conditions and things required by the Constitution and laws of the State to be done, to exist, to happen and to be performed prior to the issuance of the Series 2026 Bonds have been done, do exist, have happened, and have been performed in due time, form and manner, wherefore it is now necessary for this Council to establish the form and terms of the Series 2026 Bonds, to provide for the security thereof and to issue the Series 2026 Bonds forthwith.

Section 2. Bond Terms, Execution and Delivery.

2.01. Term of Series 2026 Bonds. The Series 2026 Bonds shall be designated "Water System Revenue Bonds, Series 2026." The Series 2026 Bonds shall be in denominations of $5,000 or any integral multiple thereof of single maturities. The Series 2026 Bonds are not secured by the Reserve Account. The Series 2026 Bonds shall mature, subject to redemption as hereinafter provided, on July 1 in the years and amounts listed below, and the Series 2026 Bonds maturing in such years and amounts shall bear interest from date of original issue until paid or duly called for redemption [(including mandatory sinking fund redemption as to the Term Bond maturing in 20__)] at the rates shown opposite such years and amounts, as follows:

Year	Amount	Interest Rate	Year	Amount	Interest Rate
2027	$ 580,000		2037	$3,530,000	
2028	445,000		2038	4,225,000	
2029	1,595,000		2039	4,545,000	
2030	1,670,000		2040	4,770,000	
2031	1,755,000		2041	5,010,000	
2032	1,845,000		2042	5,205,000	
2033	2,590,000		2043	5,415,000	
2034	2,870,000		2044	5,630,000	
2035	3,015,000		2045	5,855,000	
2036	[3,360,000]		2046	6,090,000	

[*Term Bond subject to mandatory sinking fund redemption as set forth in Section 2.07 below.]

Interest shall be calculated on the basis of a 360-day year composed of twelve 30-day months.

2.02. Registered Form, Interest Payment Dates. The Series 2026 Bonds shall be issuable only in fully registered form, and the ownership of the Series 2026 Bonds shall be transferred only upon the Bond Register of the City hereinafter described. The interest on the Series 2026 Bonds shall be payable on January 1 and July 1 in each year, commencing January 1, 2027. Interest on the Series 2026 Bonds shall be payable to the Holders thereof as of the close of business on the 15th day of the month immediately preceding each Interest Payment Date, whether or not such day is a Business Day. Interest on, and upon presentation and surrender thereof, the principal of each Series 2026 Bond shall be payable by check or draft issued by the Registrar described herein.

2.03. Dated Date. Each Series 2026 Bond shall be dated, as originally issued, as of June [25], 2026, and upon authentication of any Series 2026 Bond the Registrar shall indicate thereon the date of such authentication.

2.04. Registration. The City shall appoint, and shall maintain, a bond registrar, transfer agent and paying agent (the "Registrar"). The effect of registration and the rights and duties of the City and the Registrar with respect thereto shall be as follows:

(f) Bond Register. The Registrar shall keep at its principal office a Bond Register in which the Registrar shall provide for the registration of ownership of Series 2026 Bonds and the registration of transfers and exchanges of Series 2026 Bonds entitled to be registered, transferred or exchanged.

(g) Transfer of Series 2026 Bonds. Upon surrender to the Registrar for transfer of any Series 2026 Bond duly endorsed by the Holder thereof or accompanied by a written instrument of transfer, in form satisfactory to the Registrar, duly executed by the Holder thereof or by the Holder's attorney-in-fact in writing, the Registrar shall authenticate and deliver, in the name of the designated transferee or transferees, one or more new Series 2026 Bonds of the same series and of a like aggregate principal amount,

interest rate and maturity, as requested by the transferor. The Registrar may, however, close the books for registration of any transfer of any Series 2026 Bond or portion thereof selected or called for redemption.

(h) Exchange of Bonds. Whenever any Series 2026 Bond is surrendered by the Holder for exchange, the Registrar shall authenticate and deliver one or more new Series 2026 Bonds of the same series of a like aggregate principal amount, interest rate and maturity, as requested by the Holder or the Holder's attorney-in-fact in writing.

(i) Cancellation. All Series 2026 Bonds surrendered upon any transfer or exchange shall be promptly cancelled by the Registrar and thereafter disposed of as directed by the City.

(j) Improper or Unauthorized Transfer. When any Series 2026 Bond is presented to the Registrar for transfer, the Registrar may refuse to transfer the same until it is satisfied that the endorsement on such Series 2026 Bond or separate instrument of transfer is valid and genuine and that the requested transfer is legally authorized. The Registrar shall incur no liability for the refusal, in good faith, to make transfers which it, in its judgment, deems improper or unauthorized.

(k) Persons Deemed Holders. The City and the Registrar may treat the Person in whose name any Series 2026 Bond is at any time registered in the Bond Register as the absolute owner of such Series 2026 Bond, whether such Series 2026 Bond shall be overdue or not, for the purpose of receiving payment of, or on account of, the principal of, premium, if any, and interest on such Series 2026 Bond and for all other purposes, and all such payments so made to any such registered owner or upon the owner's order shall be valid and effectual to satisfy and discharge the liability of the City upon such Series 2026 Bond to the extent of the sum or sums so paid.

(l) Taxes, Fees and Charges. For every transfer or exchange of Series 2026 Bonds (except for an exchange upon a partial redemption of a Series 2026 Bond), the Registrar may impose a charge upon the Holder thereof sufficient to reimburse the Registrar for any tax, fee or other governmental charge required to be paid with respect to such transfer or exchange.

(m) Mutilated, Lost, Stolen or Destroyed Bonds. In case any Series 2026 Bond shall become mutilated or be lost, stolen or destroyed, the Registrar shall deliver a new Series 2026 Bond of the same series of a like aggregate principal amount, interest rate and maturity date in exchange and substitution for and upon cancellation of any such mutilated Series 2026 Bond or in lieu of and in substitution for any such Series 2026 Bond lost, stolen or destroyed, upon the payment of the reasonable expenses and charges of the Registrar in connection therewith; and, in the case of a Series 2026 Bond lost, stolen or destroyed, upon filing with the Registrar of evidence satisfactory to it that such Series 2026 Bond was lost, stolen or destroyed, and of the ownership thereof, and upon furnishing to the Registrar of an appropriate bond or indemnity in form, substance and amount satisfactory to it, in which both the City and the Registrar shall be named as obligees. All Series 2026 Bonds so surrendered to the Registrar shall be cancelled by it

and evidence of such cancellation shall be given to the City. If the mutilated, lost, stolen or destroyed Series 2026 Bond has already matured or such Series 2026 Bond has been called for redemption in accordance with its terms, it shall not be necessary to issue a new Series 2026 Bond prior to payment.

2.05. Appointment of Initial Registrar. The City hereby appoints U.S. Bank Trust Company, National Association, in Salt Lake City, Utah, to act as Registrar for the Series 2026 Bonds. The City reserves the right to appoint a successor Registrar, but the City agrees to pay the reasonable and customary charges of the Registrar for the services performed. Upon merger or consolidation of a bank or trust company that is acting as the Registrar, if the resulting corporation is a bank or trust company authorized by law to conduct such business, such corporation shall be authorized to act as successor Registrar. The City reserves the right to remove any Registrar upon 30 days' notice and upon the appointment of a successor Registrar, in which event the predecessor Registrar shall deliver all cash and Series 2026 Bonds in its possession as Registrar to the successor Registrar and shall deliver the Bond Register to the successor Registrar.

2.06. Optional Redemption. The Series 2026 Bonds with Stated Maturities in the years 2027 through 2035 are not subject to redemption prior to their Stated Maturities. The Series 2026 Bonds with Stated Maturities on or after July 1, 2036 are subject to redemption on July 1, 2035 and any date thereafter, at the option of the City, in whole or in part, and if in part from such Stated Maturities and in such principal amounts as the City may designate in writing to the Registrar (or, if no designation is made, in inverse order of maturities and within a maturity in $5,000 principal amounts selected by the Registrar by lot or other manner as directed by the City), at a redemption price equal to the principal amount thereof and interest accrued to the Redemption Date, without premium.

The Redemption Date and the principal amount of the Series 2026 Bonds to be redeemed shall be fixed by the City Finance Director who shall give notice thereof to the Registrar at least 35 days prior to the Redemption Date or such lesser period as the Registrar accepts. The Registrar, at least 30 days prior to the designated Redemption Date, shall cause notice of redemption to be given, by first class mail or by other means required by the securities depository, to the Holders of each Series 2026 Bond to be redeemed at their addresses as they appear on the Bond Register, but no defect in or failure to give such notice shall affect the validity of proceedings for the redemption of any Series 2026 Bond not affected by such defect or failure. The notice of redemption shall specify the Redemption Date, redemption price, the numbers, interest rates and CUSIP numbers of the Series 2026 Bonds to be redeemed, if the notice is conditional, the conditions that must be satisfied for the redemption to occur, and the place at which the Series 2026 Bonds are to be surrendered for payment, which is the principal office of the Registrar. Official notice of redemption having been given as aforesaid, the Series 2026 Bonds or portions thereof so to be redeemed shall, on the Redemption Date, become due and payable at the redemption price therein specified and from and after such date (unless the City shall default in the payment of the redemption price) such Series 2026 Bonds or portions thereof shall cease to bear interest.

Any notice of optional redemption of Series 2026 Bonds may state that redemption is conditioned upon the receipt by the Registrar on or prior to the date fixed for such redemption of

money sufficient to pay the redemption price of the Series 2026 Bonds to be redeemed or upon the satisfaction of any other condition stated in the notice, and that if such money is not so received or such condition not so satisfied, such notice shall be of no force and effect, and the City shall not be required to redeem such Series 2026 Bonds. In the event that a notice of redemption contains such a condition and such money is not so received or such condition is not so satisfied, the redemption will not be made and the Registrar will, within a reasonable time thereafter, give notice in the manner in which the notice of redemption was given, that such money was not so received or such condition not so satisfied and that such redemption was not made.

1.02. [Mandatory Sinking Fund Redemption. The Series 2026 Bonds having stated maturities in 20__ and 20__ are Term Bonds subject to mandatory sinking fund redemption on July 1 in the respective years and the respective principal amounts set forth below in $5,000 principal amounts selected by the Registrar, by lot or other manner as directed by the City, at a redemption price equal to the principal amount thereof to be redeemed plus interest accrued to the Redemption Date:

20__ Term Bond		20__ Term Bond	
July 1	Sinking Fund Payment Amount	July 1	Sinking Fund Payment Amount
20__		20__	
20__		20__	
20__*		20__*	

_____
*Stated Maturity.

If the Term Bonds having Stated Maturities in 20__ and 20__ are not previously purchased by the City in the open market or prepaid, $[____] and $[_____], respectively, in principal amount of such Term Bonds would remain to mature in 20__ and 20__, respectively. The principal amount of such Term Bonds required to be redeemed on the above Sinking Fund Payment Dates shall be reduced by the principal amount of such Term Bonds theretofore redeemed at the option of the City and as to which the City has not previously applied amounts to reduce the principal amount of such Term Bonds on a Sinking Fund Payment Date.]

2.07. Execution and Delivery. The Series 2026 Bonds shall be executed on behalf of the City in accordance with the Original Resolution. When the Series 2026 Bonds have been fully executed, they shall be authenticated and registered by the Registrar and delivered to the Original Purchaser upon payment of the purchase price therefor, and the Original Purchaser shall not be obligated to see to the application of the purchase price.

2.08. Securities Depository for the Series 2026 Bonds.

(a) For purposes of this Section [2.09], the following terms shall have the following meanings:

"Beneficial Owner" shall mean, whenever used with respect to a Series 2026 Bond, the person in whose name such Series 2026 Bond is recorded as the beneficial owner of such Series 2026 Bond by a Participant on the records of such Participant, or such person's subrogee.

"Cede & Co." shall mean Cede & Co., the nominee of DTC, and any successor nominee of DTC with respect to the Series 2026 Bonds.

"DTC" shall mean The Depository Trust Company of New York, New York.

"Participant" shall mean any broker-dealer, bank or other financial institution for which DTC holds Series 2026 Bonds as securities depository.

"Representation Letter" shall mean the Blanket Issuer Letter of Representations pursuant to which the City agrees to comply with DTC's Operational Arrangements.

(b) The Series 2026 Bonds shall be initially issued as separately authenticated fully registered Series 2026 Bonds, and one Series 2026 Bond shall be issued in the principal amount of each Stated Maturity of the Series 2026 Bonds. Upon initial issuance, the ownership of such Series 2026 Bonds shall be registered in the Bond Register in the name of Cede & Co., as nominee of DTC. The Registrar and the City may treat DTC (or its nominee) as the sole and exclusive Holder of the Series 2026 Bonds registered in its name for the purposes of payment of the principal of or interest on the Series 2026 Bonds, selecting the Series 2026 Bonds or portions thereof to be redeemed, if any, giving any notice permitted or required to be given to Holders of Series 2026 Bonds under the Original Resolution or this Supplemental Resolution, registering the transfer of Series 2026 Bonds, and for all other purposes whatsoever; and neither the Registrar nor the City shall be affected by any notice to the contrary. Neither the Registrar nor the City shall have any responsibility or obligation to any Participant, any Person claiming a beneficial ownership interest in the Series 2026 Bonds under or through DTC or any Participant, or any other Person which is not shown on the Bond Register as being a Holder, with respect to the accuracy of any records maintained by DTC or any Participant, with respect to the payment by DTC or any Participant of any amount with respect to the principal of or interest on the Series 2026 Bonds, with respect to any notice which is permitted or required to be given to Holders under the Original Resolution or this Supplemental Resolution, with respect to the selection by DTC or any Participant of any Person to receive payment in the event of a partial redemption of the Series 2026 Bonds, or with respect to any consent given or other action taken by DTC as Holder of the Series 2026 Bonds. So long as any Series 2026 Bond is registered in the name of Cede & Co., as nominee of DTC, the Registrar shall pay all principal of and interest on such Series 2026 Bond, and shall give all notices with respect to such Series 2026 Bond, only to Cede & Co. in accordance with the Representation Letter, and all such payments shall be valid and effective to fully satisfy and discharge the City's obligations with respect to the principal of and interest on the Series 2026 Bonds to the extent of the sum or sums so paid. Unless the services of DTC as securities depository with respect to the Series 2026 Bonds are terminated as provided in subsection (c) hereof, no Person other than DTC shall receive an authenticated Series 2026 Bond for each

separate Stated Maturity evidencing the obligation of the City to make payments of principal and interest. Upon delivery by DTC to the Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., the Series 2026 Bonds will be transferable to such new nominee in accordance with subsection (e) hereof.

(c) In the event the City determines to discontinue the book-entry-only system for the Series 2026 Bonds, the City may notify DTC and the Registrar, whereupon DTC shall notify the Participants of the availability through DTC of Series 2026 Bonds in the form of certificates. In such event, the Series 2026 Bonds will be transferable in accordance with subsection (e) hereof. DTC may determine to discontinue providing its services with respect to the Series 2026 Bonds at any time by giving notice to the City and the Registrar and discharging its responsibilities with respect thereto under applicable law. In such event the Series 2026 Bonds will be transferable in accordance with subsection (e) hereof.

(d) The Representation Letter sets forth certain matters with respect to, among other things, notices, consents and approvals by Holders and Beneficial Owners and payments on the Series 2026 Bonds. The Registrar shall have the same rights with respect to its actions thereunder as it has with respect to its actions under the Original Resolution and this Supplemental Resolution.

(e) In the event that any transfer or exchange of Series 2026 Bonds is permitted under subsection (b) or (c) hereof, such transfer or exchange shall be accomplished upon receipt by the Registrar of the Series 2026 Bonds to be transferred or exchanged and appropriate instruments of transfer to the permitted transferee in accordance with the provisions of this Supplemental Resolution. In the event Series 2026 Bonds in the form of certificates are issued to Holders other than Cede & Co., its successor as nominee for DTC as Holder of all the Series 2026 Bonds, or another securities depository as Holder of all the Series 2026 Bonds, the provisions of the Original Resolution and this Supplemental Resolution shall also apply to all matters relating thereto, including, without limitation, the preparation of such Series 2026 Bonds in the form of Series 2026 Bond certificates and the method of payment of principal of and interest on such Series 2026 Bonds in the form of Series 2026 Bond certificates.

2.09. Form of Series 2026 Bonds. The Series 2026 Bonds shall be prepared in substantially the form set forth in Exhibit B hereto and by this reference is made a part hereof.

1.03. Use of Proceeds. On the date of issuance of the Series 2026 Bonds, the City Finance Director shall apply the proceeds of the Series 2026 Bonds as follows:

(a) $[_____] shall be deposited to the Acquisition and Construction Account and used to pay or reimburse the City for costs of the System Project; and

(b) $[_____] shall be deposited to the Acquisition and Construction Account and used to pay costs of issuance of the Series 2026 Bonds.

Section 3. Security for the Series 2026 Bonds. The Series 2026 Bonds are issued under and pursuant to Sections 4.1 and 4.2 of the Original Resolution and shall, with the Outstanding SRF Bonds, the Series 2023A Bonds, and any Additional Bonds hereafter issued, be secured, equally and ratably, by a first lien upon the Net Revenues of the System (the Gross Revenues being subject to the prior appropriation thereof to the Operating Account for the payment of Operating Expenses), without preference or priority of any one Bond over any other by reason of serial number, date of issue, series designation or otherwise, all as provided in the Original Resolution. The Series 2026 Bonds are not secured by the Reserve Account. The City shall keep, perform and observe each and every one of its covenants and undertakings set forth in the Original Resolution, as amended and supplemented by this Resolution.

Section 4. Continuing Disclosure. The Council hereby approves the Continuing Disclosure Undertaking of the City substantially in the form of the attached Exhibit C and authorizes the Mayor and the City Clerk, or in the absence of either of them or in the event of their inability to sign, their designees, to execute and deliver the Continuing Disclosure Undertaking on behalf of the City contemporaneously with the date of issuance and delivery of the Series 2026 Bonds, with such changes as may be necessary or appropriate. The signatures of any two authorized officers of the City are adequate to cause the Continuing Disclosure Undertaking to be binding and enforceable on the City.

Section 5. Tax Covenants and Certifications.

5.01. Use of System Project. The System Project will be owned and operated by the City and available for use by members of the general public on a substantially equal basis. The City shall not enter into any lease, use or other agreement with any non-governmental person relating to the use of the System Project or security for the payment of the Series 2026 Bonds which might cause the Series 2026 Bonds to be considered "private activity bonds" or "private loan bonds" within the meaning of Section 141 of the Code.

5.02. General Covenant. The City covenants and agrees with the Holders from time to time of the Series 2026 Bonds that it will not take or permit to be taken by any of its officers, employees or agents any action which would cause the interest on the Series 2026 Bonds to become includable in gross income for federal income tax purposes under the Code and the Regulations, and covenants to take any and all actions within its powers to ensure that the interest on the Series 2026 Bonds will not become includable in gross income for federal income tax purposes under the Code and the Regulations.

5.03. Arbitrage Certification. The Mayor, the City Finance Director and the City Clerk, being the officers of the City charged with the responsibility for issuing the Series 2026 Bonds pursuant to the Original Resolution and this Supplemental Resolution, are authorized and directed to execute and deliver to the Original Purchaser, certificates in accordance with the provisions of Section 148 of the Code and Section 1.148-2(b) of the Regulations, stating that on the basis of facts, estimates and circumstances in existence on the date of issue and delivery of the Series 2026 Bonds, it is reasonably expected that the proceeds of the Series 2026 Bonds will not be used in a manner that would cause the Series 2026 Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code and the Regulations.

5.04. Arbitrage Rebate. The City acknowledges that the Series 2026 Bonds are subject to the rebate requirements of Section 148(f) of the Code. The City covenants and agrees to retain such records, make such determinations, file such reports and documents and pay such amounts at such times as are required under said Section 148(f) and applicable Regulations to preserve the exclusion of interest on the Series 2026 Bonds from gross income for federal income tax purposes, unless the Series 2026 Bonds qualify for the exception from the rebate requirement under Section 148(f)(4)(B) of the Code and no "gross proceeds" of the Series 2026 Bonds (other than amounts constituting a "bona fide debt service fund") arise during or after the expenditure of the original proceeds thereof. In furtherance of the foregoing, the City Finance Director is hereby authorized and directed to execute a Rebate Certificate, substantially in the form to be prepared by Bond Counsel, and the City hereby covenants and agrees to observe and perform the covenants and agreements contained therein, unless amended or terminated in accordance with the provisions thereof.

5.05. Information Reporting. The City shall file with the Secretary of the Treasury, not later than August 15, 2026, a statement concerning the Series 2026 Bonds containing the information required by Section 149(e) of the Code.

Section 6. Certification of Proceedings. The officers of the City are hereby authorized and directed to prepare and furnish to the Original Purchaser and to Dorsey & Whitney LLP, Bond Counsel, certified copies of all proceedings and records of the City, and such other affidavits, certificates and information as may be required to show the facts relating to the legality and marketability of the Series 2026 Bonds as the same appear from the books and records under their custody and control or as otherwise known to them, and all such certified copies, certificates and affidavits, including any heretofore furnished, shall be deemed representations of the City as to the facts recited therein.

Section 7. Repeals and Effective Date.

7.01. Repeal. All provisions of other resolutions and other actions and proceedings of the City and this Council that are in any way inconsistent with the terms and provisions of this Supplemental Resolution are repealed, amended and rescinded to the full extent necessary to give full force and effect to the provisions of this Supplemental Resolution.

7.02. Effective Date. This Supplemental Resolution shall take effect immediately upon its passage and adoption by this Council.

PASSED AND ADOPTED by the City Council of the City of Billings, Montana, this 8th day of June, 2026.

_____
Mayor

Attest: _____
City Clerk

(SEAL)

EXHIBIT A

[Winning Bid]

EXHIBIT B

[FORM OF SERIES 2026 BOND]

UNITED STATES OF AMERICA
STATE OF MONTANA
COUNTY OF YELLOWSTONE

CITY OF BILLINGS

WATER SYSTEM REVENUE BOND
SERIES 2026

No. R-____ $_____

Rate	Maturity Date	Date of Original Issue	CUSIP
%	July 1,	June [25], 2026	

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: DOLLARS AND NO/100

FOR VALUE RECEIVED, CITY OF BILLINGS, MONTANA (the "City"), a duly organized municipal corporation and political subdivision of the State of Montana, acknowledges itself to be specially indebted and, for value received, hereby promises to pay to the registered owner named above, or registered assigns, solely from the Revenue Bond Account of its Water System Fund, the principal amount specified above on the maturity date specified above or, if this Bond is prepayable as stated herein, on any date prior thereto on which this Bond shall have been duly called for redemption, with interest thereon from the date of original issue set forth above or from such later date to which interest has been paid or duly provided for at the rate specified above. Principal of this Bond is payable upon presentation and surrender hereof to U.S. Bank Trust Company, National Association, of Salt Lake City, Utah, as registrar, transfer agent and paying agent, or its successor designated under the Resolution described herein (the "Registrar") at its operations center in St. Paul, Minnesota. The interest on this Bond shall be payable on January 1 and July 1 in each year, commencing January 1, 2027. Interest on the Series 2026 Bonds shall be payable to the owners of record thereof as such appear on the Bond Register as of the close of business on the 15th day of the month immediately preceding each interest payment date, whether or not such day is a Business Day. Interest on, and upon presentation and surrender thereof, the principal of this Bond shall be payable by check or draft issued by or drawn on the Registrar or, as appropriate, by wire transfer. The principal of and interest on this Bond are payable in lawful money of the United States of America. Interest shall be calculated on the basis of a 360-day year comprising 12 months of 30 days each.

Notwithstanding any other provisions of this Bond, so long as this Bond is registered in the name of Cede & Co., as nominee of The Depository Trust Company, or in the name of any other

nominee of The Depository Trust Company or other securities depository, the Registrar shall pay all principal of and interest on this Bond, and shall give all notices with respect to this Bond, only to Cede & Co. or other nominee in accordance with the operational arrangements of The Depository Trust Company or other securities depository as agreed to by the City.

This Bond is one of a series of Water System Revenue Bonds of the City authorized to be issued in the aggregate principal amount of $[_____] (the "Series 2026 Bonds"). The Series 2026 Bonds are issued to finance costs of construction of certain improvements to the water system of the City (the "System"), and to pay costs of issuance of the Series 2026 Bonds. The Series 2026 Bonds are issued pursuant to and in full conformity with the Constitution and laws of the State of Montana thereunto enabling, including Montana Code Annotated, Title 7, Chapter 7, Parts 44 and 45, as amended, and Resolution No. 23-11134 (the "Original Resolution"), adopted by the City Council on July 10, 2023, as amended and supplemented by Resolution Nos. 23-11140 and [_____], adopted by the City Council on July 10, 2023 and June 8, 2026, respectively (the Original Resolution, as so amended and supplemented, the "Resolution"), to which Resolution, copies of which are on file with the City, reference is hereby made for a description of the nature and extent of the security, the respective rights thereunder of the Holders of the Series 2026 Bonds and the City and the terms upon which the Series 2026 Bonds are to be issued and delivered. Terms used with initial capital letters but not defined herein have the meanings given them in the Resolution. The Series 2026 Bonds are issuable as a series, all of like date of original issue and tenor except as to serial number, denomination, date, interest rate, maturity date and redemption privilege. The Series 2026 Bonds are issued on a parity with and are equally and ratably secured by Net Revenues of the System with the City's outstanding Water System Revenue Bond (DNRC Drinking Water State Revolving Fund Program), Series 2009B; First Amended and Restated Water System Revenue Bond (DNRC Drinking Water State Revolving Fund Program), Series 2009C; First Amended and Restated Water System Revenue Bond (DNRC Drinking Water State Revolving Fund Program), Series 2009D; First Amended and Restated Water System Revenue Bond (DNRC Drinking Water State Revolving Fund Program), Series 2010B; Water System Revenue Bond (DNRC Drinking Water State Revolving Fund Program), Series 2012; Water System Revenue Bond (DNRC Drinking Water State Revolving Fund Program), Series 2014 and Water System Revenue Bond (DNRC Drinking Water State Revolving Fund Program), Series 2015 (all such Bonds, collectively, the "Outstanding SRF Bonds"), and its Water System Revenue Bonds, Series 2023A (the "Series 2023A Bonds"). The Series 2026 Bonds are <u>not</u> secured by the Reserve Account.

Reference is made to the Resolution for a more complete statement of the terms and conditions upon which the Series 2026 Bonds have been issued, the Net Revenues of the System pledged and appropriated for the payment and security thereof, the conditions upon which Additional Bonds may be issued under the Resolution and made payable from such Net Revenues on a parity with the Outstanding SRF Bonds, the Series 2023A Bonds, and the Series 2026 Bonds (collectively, the "Bonds") or otherwise, the conditions upon which the Resolution may be amended, the rights, duties and obligations of the City, and the rights of the owners of the Series 2026 Bonds.

The Series 2026 Bonds with stated maturities in the years 2027 through 2035 are not subject to redemption prior to their stated maturities. The Series 2026 Bonds with stated maturities on or after July 1, 2036 are subject to redemption on July 1, 2035 and any date thereafter, at the

option of the City, in whole or in part, and if in part from such stated maturities and in such principal amounts as the City may designate in writing to the Registrar (or, if no designation is made, in inverse order of maturities and within a maturity in $5,000 principal amounts selected by the Registrar by lot or other manner as directed by the City), at a redemption price equal to the principal amount thereof and interest accrued to the Redemption Date, without premium.

[The Series 2023 Bonds having stated maturities in 20__ and 20__ are Term Bonds subject to mandatory sinking fund redemption on July 1 in the respective years and the respective principal amounts set forth below in $5,000 principal amounts selected by the Registrar, by lot or other manner as directed by the City, at a redemption price equal to the principal amount thereof to be redeemed plus interest accrued to the Redemption Date:

20__ Term Bond		20__ Term Bond	
July 1	Sinking Fund Payment Amount	July 1	Sinking Fund Payment Amount
20__		20__	
20__		20__	
20__*		20__*	

*Stated Maturity.

If the Term Bonds having Stated Maturities in 20__ and 20__ are not previously purchased by the City in the open market or prepaid, $[____] and $[_____], respectively, in principal amount of such Term Bonds would remain to mature in 20__ and 20__, respectively. The principal amount of such Term Bonds required to be redeemed on the above Sinking Fund Payment Dates shall be reduced by the principal amount of such Term Bonds theretofore redeemed at the option of the City and as to which the City has not previously applied amounts to reduce the principal amount of such Term Bonds on a Sinking Fund Payment Date.]

As provided in the Resolution and subject to certain limitations set forth therein, this Series 2026 Bond is transferable upon the books of the City at the principal office of the Registrar, by the registered owner hereof in person or by its attorney duly authorized in writing, upon surrender hereof together with a written instrument of transfer satisfactory to the Registrar duly executed by the registered owner or its attorney; and may also be surrendered in exchange for Series 2026 Bonds of other authorized denominations. Upon any such transfer or exchange, the City will cause a new Series 2026 Bond or Bonds to be issued in the name of the transferee or registered owner, of the same aggregate principal amount, bearing interest at the same rate and maturing on the same date, subject to reimbursement for any tax, fee or governmental charge required to be paid with respect to such transfer or exchange.

The Series 2026 Bonds, including interest and any premium for the redemption thereof, are payable solely from the Net Revenues pledged for the payment thereof and do not constitute a debt of the City within the meaning of any constitutional or statutory limitation or provision.

The City may deem and treat the person in whose name this Bond is registered as the absolute owner hereof, whether this Bond is overdue or not, for the purpose of receiving payment and for all other purposes, and the City shall not be affected by any notice to the contrary.

IT IS HEREBY CERTIFIED, RECITED, COVENANTED AND AGREED that the City will forthwith construct and complete the improvements to the System hereinabove described; that it will prescribe and collect reasonable rates and charges for all services and facilities afforded by the System, including all additions thereto and replacements and improvements thereof, and has created a special Water System Fund into which the Gross Revenues of the System will be paid, and a separate and special Revenue Bond Account in the Water System Fund, into which will be paid semiannually, from and as a first and prior lien on the Net Revenues of the System then on hand, an amount equal to not less than one-sixth of the interest to become due within the next six months and one-twelfth of the principal to become due within the next twelve months with respect to Outstanding Bonds payable semiannually from the Revenue Bond Account; that the City has created a Reserve Account in the Water System Fund into which shall be paid additional Net Revenues, after required credits to the Revenue Bond Account sufficient to maintain a reserve therein equal to the Reserve Requirement; that the Revenue Bond Account will be used only to pay the principal of, premium, if any, and interest on the Outstanding SRF Bonds, the Series 2023A Bonds, the Series 2026 Bonds and any Additional Bonds issued pursuant to the Resolution on a parity therewith; that the rates and charges for the System will from time to time be made and kept sufficient, to provide Gross Revenues adequate to pay promptly the Operating Expenses of the System and to produce during each Fiscal Year Net Revenues not less than 125% of the maximum annual principal and interest payable on Outstanding Bonds in any future Fiscal Year; that Additional Bonds may be issued and made payable from the Revenue Bond Account on a parity with the Outstanding Bonds and Series 2026 Bonds upon certain conditions set forth in the Resolution, but no obligation will be otherwise incurred and made payable from the Net Revenues of the System, unless the lien thereof shall be expressly made subordinate to the lien of the Outstanding Bonds and Series 2026 Bonds on such Net Revenues; that all provisions for the security of the holder of this Series 2026 Bond set forth in the Resolution will be punctually and faithfully performed as therein stipulated; that all acts, conditions and things required by the Constitution and laws of the State of Montana and the ordinances and resolutions of the City to be done, to exist, to happen and to be performed in order to make this Series 2026 Bond a valid and binding special obligation of the City according to its terms have been done, do exist, have happened and have been performed in regular and due form, time and manner as so required; and that this Series 2026 Bond and the interest hereon are payable solely from the Net Revenues of the System pledged and appropriated to the Revenue Bond Account and do not constitute a debt of the City within the meaning of any constitutional or statutory limitation or provision and the issuance of the Series 2026 Bonds does not cause either the general or the special indebtedness of the City to exceed any constitutional or statutory limitation.

IN WITNESS WHEREOF, the City of Billings, Montana, by its governing body, has caused this Bond to be executed by the signatures of its Mayor, the City Finance Director, and City Clerk, and has caused the official seal of the City to be affixed hereto, and has caused this Bond to be dated as of the [___] day of [_____], 2026.

CITY OF BILLINGS, MONTANA

(Facsimile Signature)
MAYOR

(Facsimile Signature)
(Facsimile Seal) CITY FINANCE DIRECTOR

(Facsimile Signature)
CITY CLERK

Dated:

CERTIFICATE OF AUTHENTICATION

This is one of the Bonds delivered pursuant to the Resolution mentioned herein.

U.S. BANK TRUST COMPANY,
NATIONAL ASSOCIATION,
as Registrar, Transfer Agent, and
Paying Agent

By_____
Authorized Signature

The following abbreviations, when used in the inscription on the face of this Bond, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM --	as tenants in common	UTMA.....Custodian..... (Cust) (Minor)
TEN ENT --	as tenants by the entireties	
		under Uniform Gifts to
JT TEN --	as joint tenants with right of survivorship and not as tenants in common	Minor Act..... (State)

_____

Additional abbreviations may also be used.

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto _____ _____ the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____ attorney to transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

PLEASE INSERT SOCIAL SECURITY OR OTHER IDENTIFYING NUMBER OF ASSIGNEE:

_____

_____

_____

NOTICE: The signature to this assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration, enlargement or any change whatsoever.

SIGNATURE GUARANTEED

_____

Signature(s) must be guaranteed by an "eligible guarantor institution" meeting the requirements of the Registrar, which requirements include membership or participation in STAMP or such other "signature guaranty program" as may be determined by the Registrar in addition to or in substitution for STAMP, all in accordance with the Securities Exchange Act of 1934, as amended.

EXHIBIT C

Form of Continuing Disclosure Undertaking

This CONTINUING DISCLOSURE UNDERTAKING is made by the CITY OF BILLINGS, MONTANA (the "City") in connection with the issuance and delivery by the City of its $[_____] Water System Revenue Bonds, Series 2026 (the "Series 2026 Bonds"), as of this [____] day of June, 2026.

(c) Purpose and Beneficiaries. The Series 2026 Bonds were issued by the City in a public offering pursuant to an Official Statement dated June [__], 2026 with respect to the Series 2026 Bonds (the "Official Statement"). To provide for the public availability of certain information relating to the Series 2026 Bonds and the security therefor and to permit participating underwriters in the primary offering of the Series 2026 Bonds to comply with paragraph (b)(5) of Rule 15c2-12 promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended (the "Rule"), the City hereby makes the following covenants and agrees, for the benefit of the Owners (as hereinafter defined) from time to time of the outstanding Series 2026 Bonds, to provide annual reports of specified information and notice of the occurrence of certain events to the Municipal Securities Rulemaking Board ("MSRB") through its Electronic Municipal Market Access system website ("EMMA"), as hereinafter described. The City is the only "obligated person" in respect of the Series 2026 Bonds within the meaning of the Rule for purposes of identifying the entities in respect of which continuing disclosure must be made.

If the City fails to comply with this Continuing Disclosure Undertaking, any person aggrieved thereby, including the Owners of the outstanding Series 2026 Bonds, may take whatever action at law or in equity may appear necessary or appropriate to enforce performance and observance of this Continuing Disclosure Undertaking, including an action for a writ of mandamus or specific performance. Direct, indirect, consequential and punitive damages shall not be recoverable for any default hereunder. Notwithstanding anything to the contrary contained in this Continuing Disclosure Undertaking, in no event shall a default under this Continuing Disclosure Undertaking constitute a default under the Series 2026 Bonds or under any other provision of Resolution No. 23-11134 (the "Original Resolution"), adopted by the City Council on July 10, 2023, as amended and supplemented by Resolution Nos. 23-11140 and [_____], adopted by the City Council on July 10, 2023 and June 8, 2026, respectively (the Original Resolution, as so amended and supplemented, the "Resolution"). Capitalized terms used herein but not otherwise defined shall have the respective meanings given such terms in the Resolution.

As used in this Continuing Disclosure Undertaking, "Owner" means, in respect of a Series 2026 Bond, the registered owner or owners thereof appearing in the Bond Register or any Beneficial Owner (as hereinafter defined) thereof, if such Beneficial Owner provides to the Registrar evidence of such beneficial ownership in form and substance reasonably satisfactory to the Registrar. As used in this Continuing Disclosure Undertaking, "Beneficial Owner" means, in respect of a Series 2026 Bond, any person or entity that (i) has the power, directly or indirectly,

to vote or consent with respect to, or to dispose of ownership of, such Series 2026 Bond (including persons or entities holding Series 2026 Bonds through nominees, depositories or other intermediaries), or (ii) is treated as the owner of the Series 2026 Bond for federal income tax purposes.

(d) Information To Be Disclosed. The City will provide, in the manner set forth in Section 3 hereof, either directly or indirectly through an agent designated by the City, the following information at the following times:

(i) On or before 365 days after the end of each fiscal year of the City, commencing with the fiscal year ending June 30, 2026, the following financial information and operating data in respect of the City (the "Disclosure Information"):

(A) audited financial statements of the City for the then most recent completed fiscal year or, if unavailable by the date specified, the City shall provide on or before such date unaudited financial statements as part of the Disclosure Information and, within 10 days after the receipt of thereof, the City shall provide the audited financial statements. The audited financial statements are to be prepared in accordance with generally accepted accounting principles or as otherwise provided under State law, as such principles may be changed from time to time as permitted by State law. If and to the extent such financial statements have not been prepared in accordance with such generally accepted accounting principles for reasons beyond the reasonable control of the City, the discrepancies will be noted; and

(B) updated information for the City for the then most recent completed fiscal year compiled by the City and publicly available under applicable data privacy or other law to include:

(1) a list of the major System users for the then current fiscal year in format similar to the table titled "Major Water System Customers" in Appendix A to the Official Statement; and

(2) updated information regarding the number of customers served by the System in a format similar to the table under the heading "Historical Water Customers" in Appendix A to the Official Statement;

(3) updated information regarding any changes in the user rates in a format similar to the tables under the heading "Rates, Charges and Fees" in Appendix A to the Official Statement;

(4) debt service coverage for the then most recent completed fiscal year.

The Disclosure Information will be provided as described in Section 3 and may be provided in a single document or multiple documents, and may be incorporated by specific reference to documents available to the public on the internet website of the MSRB or filed with the Securities Exchange Commission (the "SEC"). Any or all of the Disclosure Information may

be incorporated by reference, if it is updated as required hereby, from other documents, including official statements, which have been filed with the SEC or have been made available to the public on EMMA. The City shall clearly identify in the Disclosure Information each document so incorporated by reference.

If any part of the Disclosure Information can no longer be generated because the operations of the City have materially changed or been discontinued, such Disclosure Information need no longer be provided if the City includes in the Disclosure Information a statement to such effect; provided, however, if such operations have been replaced by other City operations in respect of which data is not included in the Disclosure Information and the City determines that certain specified data regarding such replacement operations would be material (as hereinafter defined), then, from and after such determination, the Disclosure Information shall include such additional specified data regarding the replacement operations.

If the Disclosure Information is changed or this Continuing Disclosure Undertaking is amended as permitted by Section 4(b) hereof, then the City shall include in the next Disclosure Information to be delivered pursuant to this Continuing Disclosure Undertaking, to the extent necessary, an explanation of the reasons for the amendment and the effect of any change in the type of financial information or operating data provided.

(ii) In a timely manner not in excess of ten (10) business days, the City will provide notice of the occurrence of any of the following events:

(1) principal and interest payment delinquencies;

(2) non-payment related defaults, if material;

(3) unscheduled draws on debt service reserves reflecting financial difficulties;

(4) unscheduled draws on credit enhancements reflecting financial difficulties;

(5) substitution of credit or liquidity providers, or their failure to perform;

(6) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB), or other material notices or determinations with respect to the tax status of the Series 2026 Bonds or other material events affecting the tax status of the Series 2026 Bonds;

(7) modifications to rights of holders of the Series 2026 Bonds, if material;

(8) bond calls, if material, and tender offers;

(9) defeasances;

(10) release, substitution or sale of property securing repayment of the Series 2026 Bonds, if material;

(11) rating changes;

(12) bankruptcy, insolvency, receivership, or similar event of the City;

(13) the consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of the assets of the City, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

(14) appointment of a successor or additional trustee or the change of name of a trustee, if material;

(15) incurrence of a financial obligation of the City or obligated person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the City or obligated person, any of which affect security holders, if material; and

(16) default, event of acceleration, termination event, modification of terms, or other similar events under the terms of the financial obligation of the City or obligated person, any of which reflect financial difficulties.

As used herein, for those events that must be reported if material, an event is "material" if it is an event as to which a substantial likelihood exists that a reasonably prudent investor would attach importance thereto in deciding to buy, hold or sell a Series 2026 Bond or, if not disclosed, would materially alter the total mix of information otherwise available to an investor from the Official Statement or information generally available to the public. Notwithstanding the foregoing sentence, an event is also "material" if it is an event that would be deemed material for purposes of the purchase, holding or sale of a Series 2026 Bond within the meaning of applicable federal securities laws, as interpreted at the time of discovery of the occurrence of the event.

For purposes of paragraphs (15) and (16) above, the term "financial obligation" means a (i) debt obligation; (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (iii) guarantee of either (i) or (ii). A "financial obligation" does not include municipal securities for which a final official statement has been provided to the MSRB consistent with the Rule.

(iii) In a timely manner, the City will provide notice of the occurrence of any of the following events or conditions:

(A) the failure of the City to provide the Disclosure Information described under Sections 2(a) and 2(b) hereof at the time specified thereunder;

(B) the amendment or supplementing of this Continuing Disclosure Undertaking pursuant to Section 4(b) hereof, together with a copy of such amendment or supplement and any explanation provided by the City; and

(C) any change in the fiscal year of the City.

(e) Manner of Disclosure. The City agrees to make available the information described in Section 2 hereof to the MSRB through EMMA in an electronic format as prescribed by the MSRB. All documents provided to the MSRB shall be accompanied by identifying information as prescribed by the MSRB.

(f) Term; Amendments; Interpretation.

(i) This Continuing Disclosure Undertaking shall remain in effect until all Series 2026 Bonds have been paid, canceled, or defeased under the Resolution.

(ii) Notwithstanding paragraph (a) above, this Continuing Disclosure Undertaking (and the form and requirements of the Disclosure Information) may be amended or supplemented by the City from time to time, without notice to (except as provided under Section 2(c)(ii) hereof), or the consent of the Owners of any Series 2026 Bonds, by a resolution or ordinance of the City filed in the office of the recording officer of the City accompanied by an opinion of Bond Counsel, who may rely on certificates of the City and others and the opinion may be subject to customary qualifications, to the effect that such amendment or supplement (1) is made in connection with a change in circumstances that arises from a change in law or regulation or a change in the identity, nature or status of the City or the type of operations conducted by the City, or (2) is required by, or better complies with, the provisions of paragraph (b)(5) of the Rule, assuming that such provisions apply to the Series 2026 Bonds. If this Continuing Disclosure Undertaking (and the form and requirements of the Disclosure Information) are so amended, the City agrees to provide, contemporaneously with the effectiveness of such amendment, an explanation of the reasons for the amendment and the effect, if any, of the change in the type of financial information or operating data being provided hereunder.

(iii) This Continuing Disclosure Undertaking is entered into as a continuing disclosure undertaking to provide continuing disclosure identical to that required by the continuing disclosure provisions of the Rule and should be construed so this Continuing Disclosure Undertaking would satisfy the requirements of paragraph (b)(5) of the Rule, assuming it was otherwise applicable to the Series 2026 Bonds.

(g) Further Limitation of Liability of City. None of the agreements or obligations of the City contained in this Continuing Disclosure Undertaking shall be construed to constitute an indebtedness of the City within the meaning of any constitutional or statutory provisions whatsoever or constitute a pledge of the general credit or taxing powers of the City.

CITY OF BILLINGS, MONTANA

By_____
City Administrator

By_____
City Finance Director

Consent 1. H.

City Council Regular Business Meeting
Meeting Date: 06/08/2026
TITLE: Annexation 26-05, Ward Boundary Ordinance 2nd Reading
PRESENTED BY: Hunter Kelly, Planner 1
Department: Planning & Community Services
Presentation: No
Legal Review: Yes
Project Number: PZX-26-00057

RECOMMENDATION

Staff recommends the City Council approve this ordinance on second reading, adding recently annexed property to Ward 1. Council held a public hearing on May 26, 2026 and recommended approval on first reading. This second reading action would be consistent with first reading.

EXECUTIVE SUMMARY

Steven & Nadine Blazicevich requested an annexation of their home into city limits in order to hook up to municipal water and wastewater systems at the May 26. 2026 meeting. The request for annexation and associated zoning (Zone Change 1081) was approved during the May 26, 2026 meeting. This ward boundary ordinance requires two readings and is being done to include the aforementioned annexation into City of Billings Ward 1.

BACKGROUND (Consistency with Adopted Plans and Policies, if applicable)

Steven & Nadine Blazicevich, submitted a petition to annex land using the provisions of Section 7-2-4600, MCA. The property is located east of Lincoln Lane and north of Bench Boulevard. The land being annexed is described as being a parcel of land situated in Section 27, Township 01 North, Range 26 East, Yellowstone County, Montana, more particularly described as Tract A, Certificate of Survey 539, as recorded under Document No. 497142, records of Yellowstone County, Montana, including all adjacent Rights-of-Way. Said annexation containing 0.32 acres net and gross, more or less.

City Council approved the annexation at the May 26, 2026 meeting. This annexation requires a change in the boundaries of Ward 1. Two readings are required for this action. The first reading and public hearing occurred May 26, 2026. The second reading will occur at this meeting, June 8, 2026.

FISCAL EFFECTS

This application has no financial impact on the Planning Division Budget.

STAKEHOLDERS

City Council conducted a public hearing and first reading on May 26, 2026. The City Council received no testimony from the public, and closed the public hearing. The City Council did not have any further discussion. Council Member Nicholson made a motion to approve the annexation on first reading and adopt the findings of the annexation criteria. The motion was seconded by Council Member Pitman and approved on a unanimous vote.

ALTERNATIVES

City Council may:
• Approve adding the subject property to Ward 1, or;
• Disapprove adding the subject property to Ward 1. Disapproval will not modify the boundary of Ward 1 and will create a problem where property inside the City Limits is not within a City Ward.

Attachments

Ward Boundary Ordinance

ORDINANCE NO. 26-_____

AN ORDINANCE OF THE CITY OF BILLINGS, AMENDING BILLINGS MUNICIPAL CODE, CHAPTER 11, ELECTIONS, IN PARTICULAR, SECTION 11-102(c), WARD BOUNDARIES; AND CHANGING THE WARD BOUNDARIES ESTABLISHED THEREIN BY ADDING CERTAIN NEWLY ANNEXED REAL PROPERTY TO WARD 1 PROVIDING FOR CERTIFICATION AND REPEALING OF ALL ORDINANCES AND RESOLUTIONS INCONSISTENT THEREWITH.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BILLINGS, MONTANA:

1. AMENDMENT. Pursuant to Billings Municipal Code, Section 11-102(c) and the State Law, Billings Municipal Code, Section 11-102(c) Ward Boundaries is hereby amended by adding to Ward 1 the following described real property:

A parcel of Land situated in Section 27, Township 01 North, Range 26 East, Yellowstone County, Montana, more particularly described as follows:

Tract A, Certificate of Survey 539, as recorded under Document No. 497142, records of Yellowstone County, Montana, including all adjacent rights-of-way.

Said annexation containing 0.32 acres net and gross, more or less.

(# 26-05 See Exhibit "A" Attached)

2. EFFECTIVE DATE. This ordinance shall be effective either thirty (30) days after second reading and final adoption as provided by law, or upon the effective date of Resolution No. 26-_____ approving the annexation of the above territory, whichever date is later.

3. REPEALER. All other ordinances, sections of the Billings Municipal Code and ordinances inconsistent herewith are hereby repealed.

4. CERTIFICATION. Pursuant to M.C.A. Section 13-3-103, the above change and alteration is hereby certified to the election administrator by the City Council, and the City Administrator or his designee is hereby directed to certify the changes and alterations and to deliver a map showing the boundaries of the ward, the streets, avenues and alleys by name and the ward by number, to the election administrator not more than ten (10) days after the effective date of this ordinance.

PASSED by the City Council on the first reading this 26th day of May, 2026.

PASSED by the City Council on the second reading this 8th day of June, 2026.

THE CITY OF BILLINGS:

_____
Mike Nelson, MAYOR

ATTEST:

BY: _____
Denise Bohlman, CITY CLERK

(#26-05)

EXHIBIT 'A'

PLAT OF SURVEY # 539

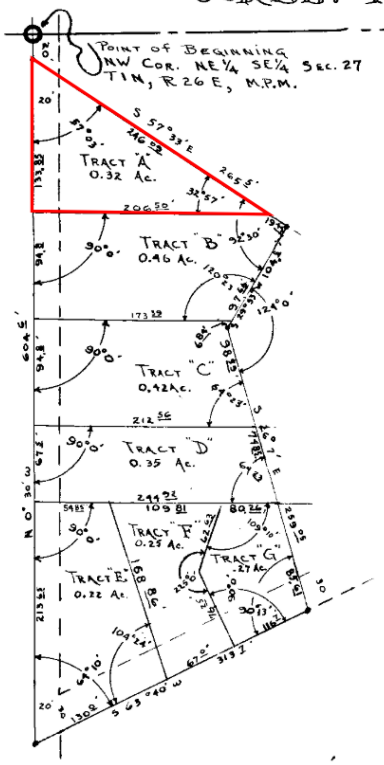
NE¼ SE¼ SEC. 27 T1N, R26E, M.P.M.

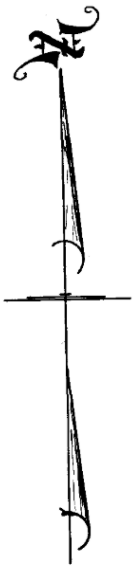
BY: JACK E MUELLER
BILLINGS, MONTANA

FOR: MRS. J. U. SKINNER.
BILLINGS, MONTANA

SCALE: 1"= 100'

SEPT. — 1952





197142

State of Montana) ss.
County of Yellowstone (
This instrument was filed in my office the 1st day of Oct 52
at 9 12 o'clock a M
County Recorder
By Deputy
Fee $2.25

CERTIFICATE OF SURVEY

STATE OF MONTANA)
County of Yellowstone (ss.

THIS IS TO CERTIFY that I have surveyed a certain tract of land situated in the Northeast Quarter of the Southeast Quarter (NE¼SE¼) of Section Twenty-seven (27), Township One (1) North, Range Twenty-six (26) East, M.P.M. said tract of land being more particularly described as follows: Beginning at a point 20 feet South 0° 30' East from the northwest corner of the NE¼SE¼ of Section 27, T. 1 N., R. 26E. M.P.M.; thence South 57° 33' East, 265.5 feet; thence South 29° 53' West, 104.5 feet; thence South 26° 7' East, 259.05 feet; thence South 63° 40' West, 313.7 feet; thence North 0° 30' West, 604.6 feet to the point of beginning containing 2.29 acres.

I further certify that the location, dimensions and boundaries of said tract are as shown on the above plat and are in accord with the lines and dimensions as determined by actual survey, and that the survey and plat were made in September 1952 at the request of Mrs. J. U. Skinner.

Jack F. Mueller
Jack F. Mueller, Surveyor #383S

STATE OF MONTANA)
County of Yellowstone (ss.

On this 19 day of Sept. 1952, before me ELEANOR BEHRENDT a Notary Public for the State of Montana, personally appeared Jack F. Mueller, known to me to be the person who signed the foregoing Certificate of Survey and who acknowledged to me that he signed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Eleanor Behrendt
Notary Public for the State of Montana
Residing at Billings, Montana
My commission expires 5-20-55

City Council Regular Business Meeting
Meeting Date: 06/08/2026
TITLE: Payment of Claims for week of May 11th, 2026
PRESENTED BY: Erin Watterud
Department: Finance
Presentation: No
Legal Review: No
Project Number: N/A

RECOMMENDATION
Staff recommends Council approve the Payment of Claims

EXECUTIVE SUMMARY
Claims in the amount of $6,731,629.47 have been reviewed and are presented for City Council payment approval. A complete listing of the claims for the week are available in the Finance Department.

BACKGROUND (Consistency with Adopted Plans and Policies, if applicable)
Payment Approval Process Every invoice for payment is entered into the City's accounting system and the backup documentation is scanned in and attached (physical invoices, additional e-mails explaining payments, bids, contracts, etc.). Each invoice goes through a multi-step approval process depending upon the amount of the payment. First, invoices are entered by the department requesting the payment and the department director or designee must perform an initial review and approval of the purchase. The number of approvals within the department can vary based upon the size of the department, but no less than one approver within each department must verify the payment. Second, all payments, regardless of size, must be approved by the Purchasing Agent or designee. The Purchasing Agent will review the payment to ensure purchasing procedures are followed and appropriate documentation is attached. If the payment is greater than $1,000, then it must be approved by the Finance Director or designee. If that payment is greater than $10,000, then it must be approved by the City Administrator or Assistant City Administrator. Once all approvals are completed, the payment is able to be made and the Accounts Payable Clerk can print the check. After all checks are printed, a list of all checks in excess of $2,500 is generated and placed on the next City Council meeting for review.

FISCAL EFFECTS
Claims have a varying impact on department budgets, but are submitted by the departments and reviewed by Finance staff before being sent to the Council.

STAKEHOLDERS

ALTERNATIVES
No other alternatives were analyzed.

Attachments

CouncilMemo wk of 05112026

Check Date	Check #	Name	Fund Name	Amount	Item Desc
05/11/2026	889446	3 Bull Contracting	Storm Sewer	$ 59,631.00	WO 26-23 Hogan's Slough Streambank Stabilization
05/11/2026	889447	7F Services	Water	$ 114,122.69	WO 26-12 WTP Sediment Hauling; Pmt 1
05/11/2026	889449	Ace Electric	Water	$ 50,780.00	WO 26-09 WTP Communications Tower; Pmt 2 F
05/11/2026	889449	Ace Electric	Water	$ 12,900.00	WTP Exterior Duct Bank; Invoice 25632
05/11/2026	889450	Advanced Pump & Equipment	Wastewater	$ 3,801.29	rebuild kit for SRP Grit Pump (2nd Rebui
05/11/2026	889451	Air Controls-Billings	Airport	$ 13,558.00	New HVAC TSA Building
05/11/2026	889451	Air Controls-Billings	Park Dist 1	$ 37,496.00	HVAC REMOVE/REPLACE FOR PRPL OFFICE/CENTER
05/11/2026	889452	ALPHA ROCK AVIATION CONSULTING	Airport	$ 27,661.62	Airport Governance Analysis & Transition Plan
05/11/2026	889455	Alternatives	CDBG	$ 37,933.99	Alternatives - Q2 HOME-ARP Supportive Services
05/11/2026	889455	Alternatives	General	$ 315.00	26 Feb. BMC Subsidies Invoice#2026-03-14
05/11/2026	889455	Alternatives	General	$ 378.00	26 Jan. BMC Subsidies Invoice#2026-02-14
05/11/2026	ACH	Altitude Signal	St Maint Dist	$ 6,590.00	WO 26-40 Rimrock Road Signal Timing...An
05/11/2026	889457	Apsco	Wastewater	$ 2,853.00	lower lifting bearing assembly for Hydro
05/11/2026	889460	ATS Inland NW	Airport	$ 884.75	FY26 Energy Management Services - QTA
05/11/2026	889460	ATS Inland NW	Airport	$ 3,984.00	FY26 Energy Management Services - Terminal
05/11/2026	889461	Automatic Doors Of Montana	Airport	$ 11,713.00	Terminal Door P.M. and Repairs
05/11/2026	889461	Automatic Doors Of Montana	Airport	$ 2,957.60	Terminal Door P.M. and Repairs
05/11/2026	889463	BAR 10	Park Dist 1	$ 11,000.00	Materials - Shop 521 S Broadway - invoice 71
05/11/2026	889464	Beartooth Fire Protection	Airport	$ 2,850.00	Invoice #7428. Dry Chem Restock for Fire Trucks
05/11/2026	889468	Billings Clinic	Public Safety	$ 10,175.00	4/30/26 LBD invoices
05/11/2026	889468	Billings Clinic	Public Safety	$ 5,972.00	4/30/26 NFS exams
05/11/2026	889468	Billings Clinic	Public Safety	$ 7,600.00	4/30/26 SANE exams
05/11/2026	889470	Billings Depot	Tax Incrmnt N27	$ 26,600.00	2025 DT TIF Assistance Depot $75k
05/11/2026	889473	Brenntag Pacific	Street/Traffic	$ 9,582.46	De ice
05/11/2026	889474	Browns Auto Service	Street/Traffic	$ 5,725.66	TRANSMISSION
05/11/2026	ACH	Burns & McDonnell Engineering	Water	$ 138,543.26	WO 19-42 West End Water Treatment Plant Project
05/11/2026	889477	Capehon Development	Parking	$ 13,726.25	13_PARKING LEASE AND UTILITIES REIMB FOR MAY 26
05/11/2026	889486	Community Solutions	Court Grants	$ 1,475.00	26 April CSI ETG's and Fees
05/11/2026	889486	Community Solutions	Court Grants	$ 1,950.00	26 April CSI ETG's and Fees HWY
05/11/2026	889490	Cop Construction	Wastewater	$ 23,576.06	WO2608 WRF Digester Gas Piping Buried Pipe Repla
05/11/2026	889494	Dakota Supply Group	Water	$ 10,840.00	3/4" METER LOOPS AKA YOKE - (7433MM33471)
05/11/2026	889494	Dakota Supply Group	Water	$ 730.00	SUPER HIGH HEAT DRAIN OPENER -- 5GAL PAILS
05/11/2026	889495	Dell Computer	IT Resources	$ 235.00	Dell Pro 4 Dock -IT

Check Date	Check #	Name	Fund Name		Amount	Item Desc
05/11/2026	889495	Dell Computer	Public Safety	$	640.00	Qty. 4 27" Monitors -Jesus
05/11/2026	889495	Dell Computer	Tax Incrmnt S	$	12,400.00	4- docks, 4-dell pro max 14", New ARC Center
05/11/2026	ACH	Dick Anderson Construction	Water	$	421,109.15	Retainage Release 3
05/11/2026	ACH	Dick Anderson Construction	Water	$	213,335.63	Retainage Release FULL
05/11/2026	ACH	Dick Anderson Construction	Water	$	309,584.35	WO 19-12 West End Reservoir Const Services Contract
05/11/2026	ACH	Dick Anderson Construction	Water	$	462,294.59	WO 26-16 West End Reservoir Const Services Contract
05/11/2026	889498	DLT Solutions	Engineering	$	4,827.27	software user fee
05/11/2026	889500	DOWL	Water	$	24,310.00	WO 22-44 Zone 1 Water Storage Improvements
05/11/2026	889502	Earth Movers Excavation	Storm Sewer	$	41,946.54	WO 25-25 Annual Culvert Replacement; Pmt 2
05/11/2026	889503	Eastern Oregon Communications	Wastewater	$	2,000.00	radio training and radio maint services
05/11/2026	889503	Eastern Oregon Communications	Wastewater	$	700.00	radio training and radio maint services
05/11/2026	889503	Eastern Oregon Communications	Water	$	2,000.00	radio training and radio maint services
05/11/2026	889503	Eastern Oregon Communications	Water	$	700.00	radio training and radio maint services
05/11/2026	889504	Eaton Corporation	Water	$	23,089.26	replacement 4-Dances UPS and Panel
05/11/2026	889506	Elite Industrial	Water	$	8,340.85	Chapple Pump 2 Motor Overhaul
05/05/2026	889440	Empire Garage Owner's Association	Parking	$	8,475.87	IN001795_CITY OF BILLINGS APRIL ASSESSMENT
05/11/2026	889508	Engineering	Gas Tax	$	27,201.55	Approved by CC...$652,031 Contract Exp 01/31/2030
05/11/2026	889508	Engineering	Gas Tax	$	442.50	Rimrock Rd: Clearview - %4th St W...Phase 2; Pmt 9
05/11/2026	889508	Engineering	Gas Tax	$	10,979.50	WO 25-36 Rimrock Road 54th - 62nd
05/11/2026	889508	Engineering	Storm Sewer	$	2,812.00	Rimrock Rd: Clearview - %4th St W...Phase 2; Pmt 9
05/11/2026	889508	Engineering	Storm Sewer	$	-	WO 25-36 Rimrock Road 54th - 62nd
05/11/2026	889509	Environmental Resource	Water	$	2,113.52	Annual PT Study
05/11/2026	889509	Environmental Resource	Water	$	404.83	PT STudies
05/11/2026	889509	Environmental Resource	Water	$	423.96	PT STudy
05/11/2026	889512	First Montana Title	CDBG	$	15,000.00	First Time Home Buyer - Avery Gill719 S. 34th St.
05/11/2026	889513	First Montana Title	CDBG	$	10,000.00	First Time Home Buyer -923 Crist Dr.
05/11/2026	889514	Fisher Sand & Gravel	Street/Traffic	$	708.40	Pipe bursting job 12th St W
05/11/2026	889514	Fisher Sand & Gravel	Street/Traffic	$	1,299.90	Pipe bursting on Colorado (PUD)
05/11/2026	889514	Fisher Sand & Gravel	Street/Traffic	$	77.00	Street repair
05/11/2026	889514	Fisher Sand & Gravel	Street/Traffic	$	1,437.80	Street repair
05/11/2026	ACH	Fisher's Technology	Central Services	$	4,476.34	Contract Invoice: April, 2026
05/11/2026	889515	Friedel Clinic	General	$	2,448.00	26 February BMC Subsidies
05/11/2026	889515	Friedel Clinic	General	$	1,296.00	26 Jan. BMC Subsidies

Check Date	Check #	Name	Fund Name		Amount	Item Desc
05/11/2026	889520	Goble Sampson	Wastewater	$	4,061.05	condensate trap for gas compressor and r
05/11/2026	889526	Hawkins	Water	$	19,000.00	chlorine gas for plant process
05/11/2026	889526	Hawkins	Water	$	401.25	sodium hypo chlorite for Ironwood Pump s
05/11/2026	ACH	HDR	Bike Trls	$	39,590.10	WO 24-37 Stagecoach Trail; Pmt 13
05/11/2026	ACH	HDR	Trl Donate	$	-	WO 24-37 Stagecoach Trail
05/11/2026	889530	Hose & Rubber Supply	Fleet	$	431.77	2190148
05/11/2026	889530	Hose & Rubber Supply	Fleet	$	61.86	2190824
05/11/2026	889530	Hose & Rubber Supply	Fleet	$	157.40	2190905
05/11/2026	889530	Hose & Rubber Supply	Fleet	$	454.44	2191951
05/11/2026	889530	Hose & Rubber Supply	Solid Waste	$	300.46	VALVE
05/11/2026	889530	Hose & Rubber Supply	Street/Traffic	$	225.18	FITTINGS
05/11/2026	889530	Hose & Rubber Supply	Water	$	2,887.00	1" X 800' SEWER HOSE W/MALE FITTING - 2500 PSI
05/11/2026	889531	Hrdc	CDBG	$	48,930.78	HRDC - Q2 HOME-ARP Supportive Services Reimb
05/11/2026	889535	Insight Public Sector	IT Resources	$	1,613.10	Qty5 APC Back UPS Pro 1500 -IT
05/11/2026	889535	Insight Public Sector	Tax Incrmnt S	$	1,581.17	Qty. 2 13" Wi-Fi iPads -ARC Center
05/11/2026	889536	Interstate Power Systems	Public Safety	$	3,136.42	--; DIAGNOSE & REPAIR
05/11/2026	889537	Invoice Cloud	Building	$	656.01	April 2026 MAR
05/11/2026	889537	Invoice Cloud	City Ins Fund	$	18.98	April 2026 MAR
05/11/2026	889537	Invoice Cloud	Engineering	$	1,375.65	April 2026 MAR
05/11/2026	889537	Invoice Cloud	General	$	144.82	April 2026 MAR
05/11/2026	889537	Invoice Cloud	Parking	$	117.49	April 2026 MAR
05/11/2026	889537	Invoice Cloud	Planning	$	185.18	April 2026 MAR
05/11/2026	889537	Invoice Cloud	Solid Waste	$	371.35	April 2026 MAR
05/11/2026	889533	Invoice Cloud	Fleet	$	94.19	C251410094.01
05/11/2026	889533	Invoice Cloud	Fleet	$	135.00	C251410094.01
05/11/2026	889533	Invoice Cloud	Fleet	$	7.96	C251410224.01
05/11/2026	889533	Invoice Cloud	Fleet	$	88.10	C251410224.01
05/11/2026	889533	Invoice Cloud	Fleet	$	12.94	C251410224.01
05/11/2026	889533	Invoice Cloud	Fleet	$	8.99	C251410224.01
05/11/2026	889533	Invoice Cloud	Fleet	$	195.74	C251410224.01
05/11/2026	889533	Invoice Cloud	Fleet	$	575.00	C251410224.01
05/11/2026	889533	Invoice Cloud	Fleet	$	4,144.69	C251410224.01
05/11/2026	889533	Invoice Cloud	Fleet	$	19.44	C251410224.01

Check Date	Check #	Name	Fund Name	Amount	Item Desc
05/11/2026	889533	Invoice Cloud	Fleet	$ 76.80	C251410224.01
05/11/2026	889533	Invoice Cloud	Fleet	$ 11.66	C251410224.01
05/11/2026	889533	Invoice Cloud	Fleet	$ 22.38	C251410224.01
05/11/2026	889533	Invoice Cloud	Fleet	$ 148.82	C251410224.01
05/11/2026	889533	Invoice Cloud	Fleet	$ 3.98	C251410224.01
05/11/2026	889533	Invoice Cloud	Fleet	$ 32.40	C251410224.01
05/11/2026	889533	Invoice Cloud	Fleet	$ 57.60	C251410224.01
05/11/2026	889533	Invoice Cloud	Fleet	$ 178.10	C251410224.01
05/11/2026	889533	Invoice Cloud	Fleet	$ 7.96	C251410224.01
05/11/2026	889533	Invoice Cloud	Fleet	$ 60.67	C251410224.01
05/11/2026	889533	Invoice Cloud	Fleet	$ 35.82	C251410224.02
05/11/2026	889533	Invoice Cloud	Fleet	$ 29.94	C251410324.01
05/11/2026	889533	Invoice Cloud	Fleet	$ 29.94	C251410324.01
05/11/2026	889533	Invoice Cloud	Fleet	$ (195.74)	C251410336.01
05/11/2026	889533	Invoice Cloud	Fleet	$ (575.00)	C251410336.01
05/11/2026	889533	Invoice Cloud	Fleet	$ (76.80)	C251410336.01
05/11/2026	ACH	Joe Johnson Equipment	Fleet	$ 132.86	P03846
05/11/2026	ACH	Joe Johnson Equipment	Fleet	$ 42.57	P03846
05/11/2026	ACH	Joe Johnson Equipment	Fleet	$ 64.86	P03846
05/11/2026	ACH	Joe Johnson Equipment	Fleet	$ 998.00	P03865
05/11/2026	ACH	Joe Johnson Equipment	Fleet	$ 88.87	P03877
05/11/2026	ACH	Joe Johnson Equipment	Fleet	$ 19.87	P03877
05/11/2026	ACH	Joe Johnson Equipment	Fleet	$ 580.00	P03877
05/11/2026	ACH	Joe Johnson Equipment	Fleet	$ 15.86	P03877
05/11/2026	ACH	Joe Johnson Equipment	Fleet	$ 522.00	P03877
05/11/2026	ACH	Joe Johnson Equipment	Fleet	$ (19.87)	P03879
05/11/2026	ACH	Joe Johnson Equipment	Fleet	$ 146.26	P03881
05/11/2026	ACH	Joe Johnson Equipment	Wastewater	$ 450.00	DEFLECTOR PLATES
05/11/2026	ACH	Joe Johnson Equipment	Water	$ 450.00	DEFLECTOR PLATES
05/11/2026	889545	Kittelson & Associates	Gas Tax	$ 1,894.12	WO 25-19 Transportation Corridor Plan; Pmt 9
05/11/2026	889545	Kittelson & Associates	Planning	$ 8,737.50	Professional Services through March 31, 2026
05/11/2026	889545	Kittelson & Associates	St Maint Dist	$ 987.10	WO 25-38 Division St Signal Coordination; Pmt 6
05/11/2026	889545	Kittelson & Associates	St Maint Dist	$ 4,178.69	WO 25-39 Grand Ave Signal Coordination; Pmt 8

Check Date	Check #	Name	Fund Name	Amount	Item Desc
05/11/2026	889546	KLJ Engineering	Storm Sewer	$ 2,979.50	WO 26-23 Hogans Slough Streambank Stabilization
05/11/2026	889547	Knife River	Street/Traffic	$ 6,242.31	Gravel used in alleys/gravel streets
05/11/2026	ACH	Kois Brothers Equipment	Fleet	$ 345.56	601399
05/11/2026	ACH	Kois Brothers Equipment	Fleet	$ 8,158.33	601399
05/11/2026	ACH	L P Anderson Tire	Fleet	$ 76.20	527790
05/11/2026	ACH	L P Anderson Tire	Fleet	$ 70.20	528501
05/11/2026	ACH	L P Anderson Tire	Fleet	$ 70.20	532800
05/11/2026	ACH	L P Anderson Tire	Public Safety	$ 140.40	NONE; ALIGNMENT
05/11/2026	ACH	L P Anderson Tire	Public Safety	$ (758.00)	TIRE
05/11/2026	ACH	L P Anderson Tire	Public Safety	$ 758.00	TIRE
05/11/2026	ACH	L P Anderson Tire	Public Safety	$ 3,582.00	TIRE
05/11/2026	ACH	L P Anderson Tire	Public Safety	$ 3,672.00	TIRE
05/11/2026	ACH	L P Anderson Tire	Street/Traffic	$ 98.00	TIRE REPAIR; TIRE REPAIR
05/11/2026	ACH	L P Anderson Tire	Street/Traffic	$ 110.00	TIRE REPAIR; TIRE REPAIR
05/11/2026	889552	Langlas & Associates	Tax Incrmnt S	$ -	Amend Park Recreation Campus
05/11/2026	889552	Langlas & Associates	Tax Incrmnt S	$ -	Amend Park Recreation Campus
05/11/2026	889552	Langlas & Associates	Tax Incrmnt S	$ -	CO #1A Amend Park Recreation Campus
05/11/2026	889552	Langlas & Associates	Tax Incrmnt S	$ -	CO #1A Amend Park Recreation Campus
05/11/2026	889552	Langlas & Associates	Tax Incrmnt S	$ 1,881,473.97	Pay App #12 ARC
05/11/2026	889552	Langlas & Associates	Tax Incrmnt S	$ 1,492,204.63	Pay App #13
05/11/2026	889563	Midwest Tape	Library	$ 7,285.42	508801552 Hoopla
05/11/2026	889565	Montana Dakota Utilities	Facilities	$ 607.41	130 733 1000 8
05/11/2026	889565	Montana Dakota Utilities	Facilities	$ 4,054.01	375 963 4481 4
05/11/2026	889565	Montana Dakota Utilities	Facilities	$ 2,432.24	757 633 1000 2
05/11/2026	889565	Montana Dakota Utilities	Facilities	$ 119.77	799 152 1209 0
05/11/2026	889565	Montana Dakota Utilities	Facilities	$ 2,464.73	989 733 1000 0
05/11/2026	889565	Montana Dakota Utilities	Facilities	$ 531.51	993 733 1000 4
05/11/2026	889565	Montana Dakota Utilities	Library	$ 1,720.50	219 924 4851 0
05/11/2026	889565	Montana Dakota Utilities	Park Dist 1	$ 87.78	061 943 1000 6
05/11/2026	889565	Montana Dakota Utilities	Park Dist 1	$ 74.39	371 101 1000 6
05/11/2026	889565	Montana Dakota Utilities	Park Dist 1	$ 147.59	437 780 1000 9
05/11/2026	889565	Montana Dakota Utilities	Park Dist 1	$ 57.42	501 473 1000 2
05/11/2026	889565	Montana Dakota Utilities	Park Dist 1	$ 212.20	571 295 3342 8

Check Date	Check #	Name	Fund Name	Amount		Item Desc
05/11/2026	889565	Montana Dakota Utilities	Park Dist 1	$ 76.37	927 890 1000 3	
05/11/2026	889565	Montana Dakota Utilities	Parking	$ 40.22	717 353 1000 6	
05/11/2026	889565	Montana Dakota Utilities	Public Safety	$ 40.22	062 907 9494 7	
05/11/2026	889565	Montana Dakota Utilities	Public Safety	$ 399.98	169 233 1000 3	
05/11/2026	889565	Montana Dakota Utilities	Public Safety	$ 35.71	357 004 5071 7	
05/11/2026	889565	Montana Dakota Utilities	Public Safety	$ 188.24	442 190 1000 4	
05/11/2026	889565	Montana Dakota Utilities	Public Safety	$ 37.57	514 117 0478 9	
05/11/2026	889565	Montana Dakota Utilities	Public Safety	$ 218.80	533 653 1000 1	
05/11/2026	889565	Montana Dakota Utilities	Public Safety	$ 91.40	602 589 7178 1	
05/11/2026	889565	Montana Dakota Utilities	Public Safety	$ 444.06	885 880 1000 4	
05/11/2026	889565	Montana Dakota Utilities	Public Safety	$ 66.06	958 650 1000 3	
05/11/2026	889565	Montana Dakota Utilities	Public Safety	$ 56.28	959 389 9168 4	
05/11/2026	889565	Montana Dakota Utilities	Public Safety	$ 140.97	971 487 8549 2	
05/11/2026	889565	Montana Dakota Utilities	Solid Waste	$ 709.32	284 225 1320 1	
05/11/2026	889565	Montana Dakota Utilities	Solid Waste	$ 118.14	602 680 9335 2	
05/11/2026	889565	Montana Dakota Utilities	Solid Waste	$ 759.57	770 390 1000 2	
05/11/2026	889565	Montana Dakota Utilities	Transit	$ 1,043.91	962 880 1000 0	
05/11/2026	889565	Montana Dakota Utilities	Wastewater	$ 105.87	017 739 3911 9	
05/11/2026	889565	Montana Dakota Utilities	Wastewater	$ 4,476.80	293 780 1000 2	
05/11/2026	889565	Montana Dakota Utilities	Wastewater	$ 8,953.59	293 780 1000 2	
05/11/2026	889565	Montana Dakota Utilities	Wastewater	$ 4,476.80	293 780 1000 2	
05/11/2026	889565	Montana Dakota Utilities	Wastewater	$ 135.23	310 490 1000 7	
05/11/2026	889565	Montana Dakota Utilities	Wastewater	$ 38.21	410 490 1000 6	
05/11/2026	889565	Montana Dakota Utilities	Wastewater	$ 89.57	470 750 1000 0	
05/11/2026	889565	Montana Dakota Utilities	Wastewater	$ 35.71	559 250 1000 5	
05/11/2026	889565	Montana Dakota Utilities	Wastewater	$ 87.78	596 733 1000 5	
05/11/2026	889565	Montana Dakota Utilities	Wastewater	$ 85.04	713 064 3190 0	
05/11/2026	889565	Montana Dakota Utilities	Wastewater	$ 82.30	735 453 1000 2	
05/11/2026	889565	Montana Dakota Utilities	Wastewater	$ 91.27	843 879 2205 1	
05/11/2026	889565	Montana Dakota Utilities	Wastewater	$ 107.29	868 563 1000 7	
05/11/2026	889565	Montana Dakota Utilities	Water	$ 120.53	010 490 1000 0	
05/11/2026	889565	Montana Dakota Utilities	Water	$ 143.27	011 958 6981 1	
05/11/2026	889565	Montana Dakota Utilities	Water	$ 87.78	076 225 9180 3	

Check Date	Check #	Name	Fund Name	Amount	Item Desc
05/11/2026	889565	Montana Dakota Utilities	Water	$ 117.07	084 663 6125 3
05/11/2026	889565	Montana Dakota Utilities	Water	$ 62.50	110 490 1000 9
05/11/2026	889565	Montana Dakota Utilities	Water	$ 142.97	209 077 5055 6
05/11/2026	889565	Montana Dakota Utilities	Water	$ 194.40	210 490 1000 8
05/11/2026	889565	Montana Dakota Utilities	Water	$ 405.69	310 490 1000 7
05/11/2026	889565	Montana Dakota Utilities	Water	$ 50.14	373 580 1000 9
05/11/2026	889565	Montana Dakota Utilities	Water	$ 50.14	373 580 1000 9
05/11/2026	889565	Montana Dakota Utilities	Water	$ 114.62	410 490 1000 6
05/11/2026	889565	Montana Dakota Utilities	Water	$ 1,646.64	500 490 1000 7
05/11/2026	889565	Montana Dakota Utilities	Water	$ 61.83	510 490 1000 5
05/11/2026	889565	Montana Dakota Utilities	Water	$ 40.07	527 033 1000 4
05/11/2026	889565	Montana Dakota Utilities	Water	$ 74.91	541 380 1000 1
05/11/2026	889565	Montana Dakota Utilities	Water	$ 105.36	566 923 1000 8
05/11/2026	889565	Montana Dakota Utilities	Water	$ 20.36	600 490 1000 6
05/11/2026	889565	Montana Dakota Utilities	Water	$ 20.36	600 490 1000 6
05/11/2026	889565	Montana Dakota Utilities	Water	$ 40.07	610 490 1000 4
05/11/2026	889565	Montana Dakota Utilities	Water	$ 68.43	666 923 1000 7
05/11/2026	889565	Montana Dakota Utilities	Water	$ 241.90	700 490 1000 5
05/11/2026	889565	Montana Dakota Utilities	Water	$ 338.55	800 490 1000 4
05/11/2026	889565	Montana Dakota Utilities	Water	$ 164.21	825 150 1000 5
05/11/2026	889565	Montana Dakota Utilities	Water	$ 49.97	832 001 1000 1
05/11/2026	889565	Montana Dakota Utilities	Water	$ 845.87	900 490 1000 3
05/11/2026	889565	Montana Dakota Utilities	Water	$ 96.75	921 580 1000 6
05/11/2026	889566	Montana Peterbilt	Fleet	$ 497.84	11480BL
05/11/2026	889566	Montana Peterbilt	Fleet	$ 130.00	133057BL
05/11/2026	889566	Montana Peterbilt	Fleet	$ 471.24	133057BL
05/11/2026	889566	Montana Peterbilt	Fleet	$ 869.53	134203BL
05/11/2026	889566	Montana Peterbilt	Fleet	$ 1,247.56	134480BL
05/11/2026	889566	Montana Peterbilt	Fleet	$ 48.28	134480BL
05/11/2026	889566	Montana Peterbilt	Fleet	$ 21.18	134480BL
05/11/2026	889566	Montana Peterbilt	Fleet	$ 48.88	134480BL
05/11/2026	889566	Montana Peterbilt	Fleet	$ 15.56	134480BL
05/11/2026	889566	Montana Peterbilt	Fleet	$ 358.08	134645BL

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05/11/2026	889566	Montana Peterbilt	Fleet	$ 250.00	134912BL
05/11/2026	889566	Montana Peterbilt	Fleet	$ 1,312.35	134912BL
05/11/2026	889566	Montana Peterbilt	Fleet	$ 731.53	135011BL
05/11/2026	889566	Montana Peterbilt	Fleet	$ 93.75	135011BL
05/11/2026	889566	Montana Peterbilt	Fleet	$ 84.94	135048BL
05/11/2026	889566	Montana Peterbilt	Fleet	$ 118.72	135048BL
05/11/2026	889566	Montana Peterbilt	Fleet	$ 369.86	135125BL
05/11/2026	889566	Montana Peterbilt	Fleet	$ (93.75)	CM35011BL
05/11/2026	889566	Montana Peterbilt	Solid Waste	$ 259.11	COVER; COVER
05/11/2026	889566	Montana Peterbilt	Transit	$ 16.32	134928BL oil psi
05/11/2026	889566	Montana Peterbilt	Transit	$ 260.28	135043BL coolant level sensor
05/11/2026	889566	Montana Peterbilt	Transit	$ 202.85	135683BL fuel sensor (1844, WO: 2026-1540)
05/11/2026	889570	Motor Power Equipment	Fleet	$ 2,369.70	01B1602175
05/11/2026	889570	Motor Power Equipment	Fleet	$ 990.00	01B1602175
05/11/2026	889570	Motor Power Equipment	Fleet	$ 23.52	01B1602265
05/11/2026	889570	Motor Power Equipment	Fleet	$ 61.48	01B1602573
05/11/2026	889570	Motor Power Equipment	Fleet	$ 17.44	01B1602997
05/11/2026	889570	Motor Power Equipment	Fleet	$ 44.72	01B1602997
05/11/2026	889570	Motor Power Equipment	Fleet	$ 49.26	01B1602997
05/11/2026	889570	Motor Power Equipment	Fleet	$ 21.58	01B1602997
05/11/2026	889570	Motor Power Equipment	Fleet	$ 14.59	01B1603023
05/11/2026	889570	Motor Power Equipment	Fleet	$ 16.46	01B1603023
05/11/2026	889570	Motor Power Equipment	Fleet	$ 37.60	01B1603023
05/11/2026	889570	Motor Power Equipment	Fleet	$ 21.89	01B1603082
05/11/2026	889570	Motor Power Equipment	Fleet	$ 27.94	01B1603082
05/11/2026	889570	Motor Power Equipment	Fleet	$ 30.18	01B1603087
05/11/2026	889570	Motor Power Equipment	Fleet	$ 46.00	01B1603416
05/11/2026	889570	Motor Power Equipment	Fleet	$ 62.70	01B1603436
05/11/2026	889570	Motor Power Equipment	Fleet	$ 633.83	01B1603961
05/11/2026	889570	Motor Power Equipment	Fleet	$ 187.00	01B1603961
05/11/2026	889570	Motor Power Equipment	Fleet	$ (187.00)	01B1603964
05/11/2026	889570	Motor Power Equipment	Fleet	$ 886.16	01B1603983
05/11/2026	889570	Motor Power Equipment	Fleet	$ (990.00)	01B1604034

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05/11/2026	889570	Motor Power Equipment	Fleet	$ 286.32	01B1604049
05/11/2026	889570	Motor Power Equipment	Fleet	$ 724.20	01B1604391
05/11/2026	889570	Motor Power Equipment	Fleet	$ 21.08	01B1604391
05/11/2026	889570	Motor Power Equipment	Fleet	$ 382.62	01B1604391
05/11/2026	889570	Motor Power Equipment	Fleet	$ 5.50	01B1604391
05/11/2026	889570	Motor Power Equipment	Fleet	$ 8.78	01B1604391
05/11/2026	889570	Motor Power Equipment	Fleet	$ 9.14	01B1604391
05/11/2026	889570	Motor Power Equipment	Fleet	$ (5.50)	01B1604449
05/11/2026	889570	Motor Power Equipment	Fleet	$ 4.39	02G1376474
05/11/2026	889570	Motor Power Equipment	Fleet	$ 21.53	02G1376474
05/11/2026	889570	Motor Power Equipment	Fleet	$ 27.66	02G1376474
05/11/2026	889573	MT Dept of Revenue-CGR2	Solid Waste	$ 916.69	WO 25-07 Horizontal Landfill Gas Collector Constr
05/11/2026	889573	MT Dept of Revenue-CGR2	Storm Sewer	$ 423.70	WO 25-25 Annual Culvert Replacement; Pmt 2
05/11/2026	889573	MT Dept of Revenue-CGR2	Tax Incrmnt S	$ -	Amend Park Recreation Campus
05/11/2026	889573	MT Dept of Revenue-CGR2	Tax Incrmnt S	$ -	Amend Park Recreation Campus
05/11/2026	889573	MT Dept of Revenue-CGR2	Tax Incrmnt S	$ -	CO #1A Amend Park Recreation Campus
05/11/2026	889573	MT Dept of Revenue-CGR2	Tax Incrmnt S	$ -	CO #1A Amend Park Recreation Campus
05/11/2026	889573	MT Dept of Revenue-CGR2	Tax Incrmnt S	$ 19,004.79	Pay App #12
05/11/2026	889573	MT Dept of Revenue-CGR2	Tax Incrmnt S	$ 15,072.77	Pay App #13
05/11/2026	889573	MT Dept of Revenue-CGR2	Wastewater	$ 238.14	WO 26-08 WRF Digester Gas Piping - Buried Pipe Repl
05/11/2026	889573	MT Dept of Revenue-CGR2	Water	$ 4,253.63	Retainage Release 3
05/11/2026	889573	MT Dept of Revenue-CGR2	Water	$ 2,154.92	Retainage Release Full
05/11/2026	889573	MT Dept of Revenue-CGR2	Water	$ 3,127.12	WO 19-12 West End Reservoir Project; Pmt 14
05/11/2026	889573	MT Dept of Revenue-CGR2	Water	$ 25.00	WO 24-27 2024 Water Service Repairs; Pmt 23
05/11/2026	889573	MT Dept of Revenue-CGR2	Water	$ 1,152.76	WO 26-12 WTP Sediment Hauling; Pmt 1
05/11/2026	889573	MT Dept of Revenue-CGR2	Water	$ 4,669.64	WO 26-16 West End Reservoir Const Services Contract
05/11/2026	889576	Napa Auto Parts	Fleet	$ 216.08	738556
05/11/2026	889576	Napa Auto Parts	Fleet	$ 2.36	738556
05/11/2026	889576	Napa Auto Parts	Fleet	$ 17.84	738705
05/11/2026	889576	Napa Auto Parts	Fleet	$ 21.01	738756
05/11/2026	889576	Napa Auto Parts	Fleet	$ 31.70	738821
05/11/2026	889576	Napa Auto Parts	Fleet	$ 9.95	738839
05/11/2026	889576	Napa Auto Parts	Fleet	$ 35.84	738839

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05/11/2026	889576	Napa Auto Parts	Fleet	$ 15.18	739199
05/11/2026	889576	Napa Auto Parts	Fleet	$ 41.18	739334
05/11/2026	889576	Napa Auto Parts	Fleet	$ 41.60	739334
05/11/2026	889576	Napa Auto Parts	Fleet	$ 191.30	739334
05/11/2026	889576	Napa Auto Parts	Fleet	$ 26.51	739334
05/11/2026	889576	Napa Auto Parts	Fleet	$ 6.86	739811
05/11/2026	889576	Napa Auto Parts	Fleet	$ 75.42	739821
05/11/2026	889576	Napa Auto Parts	Fleet	$ 27.51	739836
05/11/2026	889576	Napa Auto Parts	Fleet	$ 18.32	739850
05/11/2026	889576	Napa Auto Parts	Fleet	$ 236.32	739856
05/11/2026	889576	Napa Auto Parts	Fleet	$ 30.36	740049
05/11/2026	889576	Napa Auto Parts	Fleet	$ 293.64	740078
05/11/2026	889576	Napa Auto Parts	Fleet	$ 81.39	740078
05/11/2026	889576	Napa Auto Parts	Fleet	$ 71.40	740117
05/11/2026	889576	Napa Auto Parts	Fleet	$ 59.84	740456
05/11/2026	889576	Napa Auto Parts	Fleet	$ 43.88	740511
05/11/2026	889576	Napa Auto Parts	Fleet	$ 387.81	740621
05/11/2026	889576	Napa Auto Parts	Fleet	$ 5.45	740641
05/11/2026	889576	Napa Auto Parts	Fleet	$ 6.34	740676
05/11/2026	889576	Napa Auto Parts	Fleet	$ 164.38	740684
05/11/2026	889576	Napa Auto Parts	Fleet	$ 21.80	743573
05/11/2026	889576	Napa Auto Parts	Fleet	$ 310.00	743646
05/11/2026	889576	Napa Auto Parts	Fleet	$ 52.68	744055
05/11/2026	889576	Napa Auto Parts	Fleet	$ 43.68	744120
05/11/2026	889576	Napa Auto Parts	Fleet	$ 16.69	COVER
05/05/2026	889441	Network Information Systems	Parking	$ 6,673.00	4349_PARK 2 CAMERAS. 10 NEW CAMERAS
05/11/2026	889581	North Ridge Fire Equipment	Fleet	$ 3,521.45	4982
05/11/2026	889581	North Ridge Fire Equipment	Fleet	$ 35.97	4982
05/11/2026	889582	Northland Automotive	Fleet	$ 3,072.50	IS333816
05/11/2026	889582	Northland Automotive	Fleet	$ 32.00	IS334023
05/11/2026	889582	Northland Automotive	Fleet	$ 154.00	IS334023
05/11/2026	889582	Northland Automotive	Fleet	$ 852.00	IS334203
05/05/2026	889442	NorthWestern Energy	Facilities	$ 558.77	0720829-1

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05/05/2026	889442	NorthWestern Energy	Facilities	$ 1,813.33	0975808-7
05/05/2026	889442	NorthWestern Energy	Facilities	$ 27.33	1160802-3
05/05/2026	889442	NorthWestern Energy	Facilities	$ 396.98	1160804-9
05/05/2026	889442	NorthWestern Energy	Facilities	$ 74.97	1269391-7
05/05/2026	889442	NorthWestern Energy	Facilities	$ 1,769.25	3927205-9
05/11/2026	889583	NorthWestern Energy	Library	$ 8,106.75	3039007-4 Library electricity May 2026
05/05/2026	889442	NorthWestern Energy	Park Dist 1	$ 1,199.86	0100506-5
05/05/2026	889442	NorthWestern Energy	Park Dist 1	$ 45.32	0712387-0
05/05/2026	889442	NorthWestern Energy	Park Dist 1	$ 140.15	0712536-2
05/05/2026	889442	NorthWestern Energy	Park Dist 1	$ 223.84	0712683-2
05/05/2026	889442	NorthWestern Energy	Park Dist 1	$ 50.63	0720818-4
05/05/2026	889442	NorthWestern Energy	Park Dist 1	$ 294.96	0720821-8
05/11/2026	889583	NorthWestern Energy	Park Dist 1	$ 100.14	0720841-6
05/05/2026	889442	NorthWestern Energy	Park Dist 1	$ 22.05	0722237-5
05/05/2026	889442	NorthWestern Energy	Park Dist 1	$ 22.58	0722247-4
05/05/2026	889442	NorthWestern Energy	Park Dist 1	$ 59.36	0722251-6
05/05/2026	889442	NorthWestern Energy	Park Dist 1	$ 104.74	0722255-7
05/11/2026	889583	NorthWestern Energy	Park Dist 1	$ 219.65	0722256-5
05/05/2026	889442	NorthWestern Energy	Park Dist 1	$ 40.69	0722257-3
05/05/2026	889442	NorthWestern Energy	Park Dist 1	$ -	0722260-7
05/05/2026	889442	NorthWestern Energy	Park Dist 1	$ -	0722261-5
05/05/2026	889442	NorthWestern Energy	Park Dist 1	$ -	0722262-3
05/05/2026	889442	NorthWestern Energy	Park Dist 1	$ -	0722265-6
05/05/2026	889442	NorthWestern Energy	Park Dist 1	$ 98.19	0722266-4
05/05/2026	889442	NorthWestern Energy	Park Dist 1	$ 1.30	0722268-0
05/05/2026	889442	NorthWestern Energy	Park Dist 1	$ 33.41	0722269-8
05/11/2026	889583	NorthWestern Energy	Park Dist 1	$ 34.34	0722277-1
05/05/2026	889442	NorthWestern Energy	Park Dist 1	$ 46.85	0722287-0
05/05/2026	889442	NorthWestern Energy	Park Dist 1	$ 12.55	0722292-0
05/05/2026	889442	NorthWestern Energy	Park Dist 1	$ 49.11	0722293-8
05/05/2026	889442	NorthWestern Energy	Park Dist 1	$ 22.45	0722905-7
05/05/2026	889442	NorthWestern Energy	Park Dist 1	$ 118.97	0722933-9
05/05/2026	889442	NorthWestern Energy	Park Dist 1	$ 0.56	0723027-9

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05/05/2026	889442	NorthWestern Energy	Park Dist 1	$ 114.54	0723035-2
05/05/2026	889442	NorthWestern Energy	Park Dist 1	$ 22.73	0723036-0
05/05/2026	889442	NorthWestern Energy	Park Dist 1	$ 215.82	0723037-8
05/05/2026	889442	NorthWestern Energy	Park Dist 1	$ 51.83	0723042-8
05/05/2026	889442	NorthWestern Energy	Park Dist 1	$ 24.05	0723044-4
05/05/2026	889442	NorthWestern Energy	Park Dist 1	$ 75.97	0723045-1
05/05/2026	889442	NorthWestern Energy	Park Dist 1	$ -	0723051-9
05/05/2026	889442	NorthWestern Energy	Park Dist 1	$ -	0723052-7
05/05/2026	889442	NorthWestern Energy	Park Dist 1	$ 45.09	0723054-3
05/05/2026	889442	NorthWestern Energy	Park Dist 1	$ 22.05	0723055-0
05/05/2026	889442	NorthWestern Energy	Park Dist 1	$ 37.68	0723056-8
05/05/2026	889442	NorthWestern Energy	Park Dist 1	$ 23.93	0723057-6
05/05/2026	889442	NorthWestern Energy	Park Dist 1	$ 23.14	0723058-4
05/05/2026	889442	NorthWestern Energy	Park Dist 1	$ -	0723090-7
05/05/2026	889442	NorthWestern Energy	Park Dist 1	$ 22.05	0723162-4
05/05/2026	889442	NorthWestern Energy	Park Dist 1	$ 5.32	0723170-7
05/05/2026	889442	NorthWestern Energy	Park Dist 1	$ 50.05	0789437-1
05/11/2026	889583	NorthWestern Energy	Park Dist 1	$ 37.33	0793134-8
05/05/2026	889442	NorthWestern Energy	Park Dist 1	$ 52.24	0813489-2
05/05/2026	889442	NorthWestern Energy	Park Dist 1	$ 6.00	0831702-6
05/11/2026	889583	NorthWestern Energy	Park Dist 1	$ 24.98	0920801-8
05/05/2026	889442	NorthWestern Energy	Park Dist 1	$ 353.08	0925496-2
05/11/2026	889583	NorthWestern Energy	Park Dist 1	$ 155.86	0999807-1
05/11/2026	889583	NorthWestern Energy	Park Dist 1	$ 39.07	1141284-8
05/11/2026	889583	NorthWestern Energy	Park Dist 1	$ 22.34	1156527-2
05/05/2026	889442	NorthWestern Energy	Park Dist 1	$ 50.78	1191404-1
05/11/2026	889583	NorthWestern Energy	Park Dist 1	$ 21.65	1230066-1
05/05/2026	889442	NorthWestern Energy	Park Dist 1	$ 22.05	1588262-4
05/11/2026	889583	NorthWestern Energy	Park Dist 1	$ 0.74	1692666-9
05/05/2026	889442	NorthWestern Energy	Park Dist 1	$ 27.54	1836666-6
05/05/2026	889442	NorthWestern Energy	Park Dist 1	$ 13.50	1849408-8
05/11/2026	889583	NorthWestern Energy	Park Dist 1	$ 22.77	1902257-3
05/05/2026	889442	NorthWestern Energy	Park Dist 1	$ 18.38	1904944-4

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05/11/2026	889583	NorthWestern Energy	Park Dist 1	$ 22.05	3771457-3
05/11/2026	889583	NorthWestern Energy	Park Dist 1	$ 58.81	3999603-8
05/05/2026	889442	NorthWestern Energy	Park Dist 1	$ 32.00	4081700-9
05/05/2026	889442	NorthWestern Energy	Park Dist 1	$ 37.30	4089118-6
05/11/2026	889583	NorthWestern Energy	Park Dist 1	$ 30.75	4307764-3
05/05/2026	889442	NorthWestern Energy	Parking	$ 2,351.60	0720834-1
05/05/2026	889442	NorthWestern Energy	Parking	$ 1,583.36	1569636-2
05/05/2026	889442	NorthWestern Energy	Parking	$ 31.72	1594282-4
05/11/2026	889583	NorthWestern Energy	Parks Maint	$ 24.28	0723385-1
05/11/2026	889583	NorthWestern Energy	Parks Maint	$ 0.73	0723392-7
05/11/2026	889583	NorthWestern Energy	Parks Maint	$ 0.47	0723883-5
05/11/2026	889583	NorthWestern Energy	Parks Maint	$ 0.62	0971824-8
05/05/2026	889442	NorthWestern Energy	Parks Maint	$ 0.58	1029192-0
05/05/2026	889442	NorthWestern Energy	Parks Maint	$ 0.57	1265177-4
05/11/2026	889583	NorthWestern Energy	Parks Maint	$ 0.62	1312707-1
05/05/2026	889442	NorthWestern Energy	Parks Maint	$ 0.44	1425364-5
05/05/2026	889442	NorthWestern Energy	Parks Maint	$ 22.57	1514388-6
05/11/2026	889583	NorthWestern Energy	Parks Maint	$ 23.05	1564209-3
05/05/2026	889442	NorthWestern Energy	Parks Maint	$ 0.57	1948667-9
05/05/2026	889442	NorthWestern Energy	Parks Maint	$ 4.95	2055817-7
05/05/2026	889442	NorthWestern Energy	Parks Maint	$ -	4299970-6
05/05/2026	889442	NorthWestern Energy	Public Safety	$ 714.36	0712537-0
05/05/2026	889442	NorthWestern Energy	Public Safety	$ 391.20	0720817-6
05/05/2026	889442	NorthWestern Energy	Public Safety	$ 447.12	0720840-8
05/05/2026	889442	NorthWestern Energy	Public Safety	$ 710.92	0871546-8
05/05/2026	889442	NorthWestern Energy	Public Safety	$ 229.73	1984150-1
05/05/2026	889442	NorthWestern Energy	Public Safety	$ 195.39	1984155-0
05/05/2026	889442	NorthWestern Energy	Public Safety	$ 440.15	3448739-7
05/05/2026	889442	NorthWestern Energy	Radio	$ 41.71	0721580-9
05/11/2026	889583	NorthWestern Energy	Radio	$ 103.41	1006915-1
05/05/2026	889442	NorthWestern Energy	Solid Waste	$ 1,017.08	3252194-0
05/05/2026	889442	NorthWestern Energy	Street/Traffic	$ 22.05	0723645-8
05/11/2026	889583	NorthWestern Energy	Street/Traffic	$ 161.62	1738989-1

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05/05/2026	889442	NorthWestern Energy	Street/Traffic	$ 0.33	1740357-7
05/05/2026	889442	NorthWestern Energy	Street/Traffic	$ 0.57	1748896-6
05/11/2026	889583	NorthWestern Energy	Street/Traffic	$ 1.55	1797828-9
05/11/2026	889583	NorthWestern Energy	Street/Traffic	$ 32.32	2047000-1
05/11/2026	889583	NorthWestern Energy	Street/Traffic	$ 23.59	2047011-8
05/11/2026	889583	NorthWestern Energy	Street/Traffic	$ 23.87	2047018-3
05/11/2026	889583	NorthWestern Energy	Street/Traffic	$ 32.61	4358250-1
05/05/2026	889442	NorthWestern Energy	Tax Incrmnt S	$ 3,935.79	4312624-2
05/05/2026	889442	NorthWestern Energy	Transit	$ 43.49	0712764-0
05/11/2026	889583	NorthWestern Energy	Transit	$ 440.05	0719225-5
05/05/2026	889442	NorthWestern Energy	Transit	$ 357.22	1784756-7
05/05/2026	889442	NorthWestern Energy	Wastewater	$ 75,331.97	0100591-7
05/05/2026	889442	NorthWestern Energy	Wastewater	$ 1,071.76	0100606-3
05/11/2026	889583	NorthWestern Energy	Wastewater	$ 154.03	0723383-6
05/11/2026	889583	NorthWestern Energy	Wastewater	$ 327.52	0723878-5
05/11/2026	889583	NorthWestern Energy	Wastewater	$ 92.74	1704030-4
05/11/2026	889583	NorthWestern Energy	Water	$ 651.53	0100478-7
05/11/2026	889583	NorthWestern Energy	Water	$ 866.22	0100485-2
05/05/2026	889442	NorthWestern Energy	Water	$ 5,763.50	0100540-4
05/05/2026	889442	NorthWestern Energy	Water	$ 3,215.28	0100606-3
05/05/2026	889442	NorthWestern Energy	Water	$ 81,453.83	0100606-3
05/11/2026	889583	NorthWestern Energy	Water	$ 26.37	0722249-0
05/05/2026	889442	NorthWestern Energy	Water	$ 235.34	0722252-4
05/05/2026	889442	NorthWestern Energy	Water	$ 3,826.09	0722264-9
05/11/2026	889583	NorthWestern Energy	Water	$ 2,939.68	0722270-6
05/05/2026	889442	NorthWestern Energy	Water	$ 3,101.58	0723040-2
05/05/2026	889442	NorthWestern Energy	Water	$ 2,886.76	0723043-6
05/05/2026	889442	NorthWestern Energy	Water	$ 34.48	0723059-2
05/11/2026	889583	NorthWestern Energy	Water	$ 462.30	1116452-2
05/05/2026	889442	NorthWestern Energy	Water	$ 167.86	1142253-2
05/11/2026	889583	NorthWestern Energy	Water	$ 23.11	1160807-2
05/11/2026	889583	NorthWestern Energy	Water	$ 5.38	1346673-5
05/11/2026	889584	NS Corporation	Airport	$ 9,344.27	Invoice #0131970-IN. Car Wash Replacement Brushes

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05/11/2026	889585	Nutrien Ag Solutions	Street/Traffic	$ 3,831.95	Herbicides
05/11/2026	889586	Olympus Technical	Solid Waste	$ 90,752.53	WO 25-07 Horizontal Landfill Gas Collector Constr
05/11/2026	889592	Performance Engin & Consult	Storm Sewer	$ 4,150.00	WO 25-10 Misc Survey
05/11/2026	889592	Performance Engin & Consult	Storm Sewer	$ 15,655.00	WO 26-25 44th Street West Storm Utility Trunk Main
05/11/2026	889593	Peterson Office Furniture	Public Safety	$ 200.00	Admin Receiving/Delivery per Contract
05/11/2026	889593	Peterson Office Furniture	Public Safety	$ 3,155.52	Leap Plus Chair, 3D knit, Adjustable seat depth, Sewn
05/11/2026	889593	Peterson Office Furniture	Public Safety	$ 2,104.26	Leap Chair, 3D knit, Adjustable seat depth Plastic
05/11/2026	889594	Petty Cash CCSIU	PD Program	$ 6,252.00	Reimb of Evidence/Information for CCSIU task force
05/11/2026	889596	Pioneer Technical	Solid Waste	$ 10,354.70	WO 26-31 Landfill Stormwater Drainage Improvs
05/11/2026	889596	Pioneer Technical	Solid Waste	$ 2,058.39	WO 26-33 Northeast Landfill Stormwater Mitigation
05/11/2026	889597	Powder Coating Plus Northwest	Transit	$ 2,900.00	14662 shelter refurbish
05/11/2026	889599	Praetorian Digital, PoliceOne	Public Safety	$ 11,021.83	INVPRA11262212, PoliceOne Training
05/11/2026	889600	Public Utilities	Airport	$ 62.85	3059379-Corp Air/Alpine
05/11/2026	889600	Public Utilities	Airport	$ 181.25	3059382-US Postal Service Gate 15
05/11/2026	889600	Public Utilities	Airport	$ 118.12	3059383-EBH Office
05/11/2026	889600	Public Utilities	Airport	$ 224.50	3070894-Edwards Jet Center 1691 Aviation Place
05/11/2026	889600	Public Utilities	Airport	$ 152.68	3070895-MT State Lands DEQ/DNRC
05/11/2026	889600	Public Utilities	Airport	$ 126.60	3082456-Zone Dispatch-IP6 & IP7
05/11/2026	889600	Public Utilities	Airport	$ 165.54	3082459-Rocky Mountain College-EJC
05/11/2026	889600	Public Utilities	Airport	$ 153.50	3082460-EBH Hangar
05/11/2026	889600	Public Utilities	Airport	$ 95.01	3082461-TSA
05/11/2026	889600	Public Utilities	Airport	$ 90.65	3094193-Alpine Air-Maintenance
05/11/2026	889600	Public Utilities	Airport	$ 121.71	3094194-West End T-Hangars
05/11/2026	889600	Public Utilities	Airport	$ 399.44	3094195-Airfield Maintenance Compactor
05/11/2026	889600	Public Utilities	Airport	$ 135.30	3094196-Edwards Jet Center 1871 Aviation Place
05/11/2026	889600	Public Utilities	Airport	$ 121.68	3094197-Aerotronics
05/11/2026	889600	Public Utilities	Airport	$ 236.02	3094198-Billings Fire Center-BLM
05/11/2026	889600	Public Utilities	Airport	$ 281.66	3105643-QTA
05/11/2026	889600	Public Utilities	Airport	$ 128.93	3105644-Executive Hangars
05/11/2026	889600	Public Utilities	Airport	$ 9.21	3105644-Executive Hangars USDA APHIS
05/11/2026	889600	Public Utilities	Airport	$ 362.56	3105645-UPS Gate 21
05/11/2026	889600	Public Utilities	Airport	$ 126.60	3116871-Beacon/Patton Aviation
05/11/2026	889600	Public Utilities	Facilities	$ 346.76	3068202

Check Date	Check #	Name	Fund Name	Amount	Item Desc
05/11/2026	889600	Public Utilities	Facilities	$ 992.45	3090329
05/11/2026	889600	Public Utilities	Facilities	$ 307.56	3113425
05/11/2026	889600	Public Utilities	Facilities	$ 1,007.34	3113479
05/11/2026	889600	Public Utilities	Park Dist 1	$ 267.53	3060453
05/11/2026	889600	Public Utilities	Park Dist 1	$ 16.56	3098205
05/11/2026	889600	Public Utilities	Park Dist 1	$ 50.04	3109451
05/11/2026	889600	Public Utilities	Park Dist 1	$ 666.56	3113369
05/11/2026	889600	Public Utilities	Parking	$ 11.25	3076980
05/11/2026	889600	Public Utilities	Parking	$ 252.46	3088608
05/11/2026	889600	Public Utilities	Parks Maint	$ 10.05	3109460
05/11/2026	889600	Public Utilities	Public Safety	$ 166.86	3063998
05/11/2026	889600	Public Utilities	Public Safety	$ 58.59	3104126
05/11/2026	889600	Public Utilities	Public Safety	$ 69.05	3109286
05/11/2026	889600	Public Utilities	Public Safety	$ 82.37	3110936
05/11/2026	889600	Public Utilities	Solid Waste	$ 16.12	3077970
05/11/2026	889600	Public Utilities	Solid Waste	$ 17.20	3092576
05/11/2026	889600	Public Utilities	Solid Waste	$ 12.05	3112719
05/11/2026	889600	Public Utilities	Street/Traffic	$ 1.50	3122333
05/11/2026	889600	Public Utilities	Transit	$ 631.41	3057820
05/11/2026	889600	Public Utilities	Wastewater	$ 15.36	3075442
05/11/2026	889600	Public Utilities	Wastewater	$ 30.00	3092611
05/11/2026	889600	Public Utilities	Water	$ 20.77	3120428
05/11/2026	ACH	RDO Equipment	Solid Waste	$ 6,509.90	DIAGNOSE AND TROUBLESHOOT FAULT CODES
05/11/2026	ACH	RDO Equipment	Solid Waste	$ 1,122.71	HOSE SLEEVE, ELBOW, HOSE, HAZ MATERIAL
05/11/2026	ACH	RDO Equipment	Solid Waste	$ 310.00	SERV ACCESSORIES AND HAZARDOUS MATERIALS
05/11/2026	ACH	RDO Equipment	Solid Waste	$ 1,256.50	TROUBLESHOOT HYDRAULIC LEAK
05/11/2026	889606	Remix Technologies	Transit	$ 48,200.00	INV031-2017 Annual Planning/Scheduling Software
05/11/2026	ACH	Rexel USA	Wastewater	$ 62.50	consumable tools
05/11/2026	ACH	Rexel USA	Wastewater	$ 49.31	materials for WAS Pump 3 VFD Replacement
05/11/2026	ACH	Rexel USA	Wastewater	$ 311.90	materials for WAS PUMP VFD replacements
05/11/2026	ACH	Rexel USA	Wastewater	$ 35.48	materials for WRF Admin Bldg lift Statio
05/11/2026	ACH	Rexel USA	Wastewater	$ 379.80	Materials for WRF Admin Bldg Lift Statio
05/11/2026	ACH	Rexel USA	Wastewater	$ 388.76	relays for LS Radio Reset

Check Date	Check #	Name	Fund Name	Amount	Item Desc
05/11/2026	ACH	Rexel USA	Wastewater	$ 47.63	tools and wire labels for WAS Pump VFD r
05/11/2026	ACH	Rexel USA	Wastewater	$ 693.39	wire for WRF Admin Bldg Lift Station
05/11/2026	ACH	Rexel USA	Wastewater	$ 109.84	wire labels for WAS Pump VFD replacement
05/11/2026	ACH	Rexel USA	Water	$ 349.18	materials for Filter Gallery actuator in
05/11/2026	ACH	Rexel USA	Water	$ 226.16	tools and wire labels for WAS Pump VFD r
05/11/2026	889607	Rimrock Dirtworks	Storm Sewer	$ 60,464.43	WO 26-29 Green Valley Drive Culvert Replacement
05/11/2026	889607	Rimrock Dirtworks	Storm Sewer	$ 30,350.00	WO 26-38 Riprap Siphon Maint. Invoice # R-486
05/11/2026	889611	S & S Machine	Water	$ 3,939.00	Willet # 2 Pump Rebuild
05/11/2026	889617	SIGNAL 88 FRANCHISE GROUP	Library	$ 21,357.60	US_161734 Security Guard Service April 2026
05/11/2026	889622	Speedy Auto Glass	Park Dist 1	$ 357.59	--; WINDSHIELD
05/11/2026	889622	Speedy Auto Glass	Public Safety	$ 491.72	--; WINDSHIELD
05/11/2026	889622	Speedy Auto Glass	Public Safety	$ 1,069.58	--; WINDSHIELD
05/11/2026	889622	Speedy Auto Glass	Public Safety	$ 30.00	--; WINDSHIELD REPAIR
05/11/2026	889622	Speedy Auto Glass	Public Safety	$ 30.00	--; WINDSHIELD REPAIR
05/11/2026	889622	Speedy Auto Glass	Solid Waste	$ 567.40	--; WINDSHIELD
05/11/2026	ACH	Spencer Fluid Power	Fleet	$ 4,991.56	32966266
05/11/2026	ACH	Spencer Fluid Power	Fleet	$ 1,996.25	32970011
05/11/2026	ACH	Spencer Fluid Power	Fleet	$ 2,157.50	32970012
05/11/2026	889624	Steiner Thuesen	Park Dist 1	$ 3,270.92	change order #1 Millice Irrigation System Replac
05/11/2026	889625	Stewart Title Company	CDBG	$ 10,000.00	FTHB - Jan Silvesan4018 2nd Ave. S.
05/11/2026	889631	Terracon Consultants	Gas Tax	$ 1,179.04	WO 25-41 Zimmerman Rock Removal...Field
05/11/2026	889631	Terracon Consultants	Storm Sewer	$ 288.75	WO 26-29 Soils Testing
05/11/2026	889631	Terracon Consultants	Street/Traffic	$ 1,290.09	Wo 26-34 Zimmerman Rock Underpinning
05/11/2026	889633	Tire-Rama	Solid Waste	$ (200.00)	CREDIT FOR BEING CHARGED TWICE UNIT# 0082
05/11/2026	889633	Tire-Rama	Solid Waste	$ 3,993.30	repairs/tires
05/11/2026	889633	Tire-Rama	Solid Waste	$ 120.00	TIRE DISMOUNT, ROTATE AND MOUNT
05/11/2026	889633	Tire-Rama	Solid Waste	$ 200.00	TIRE DISMOUNT, ROTATE AND MOUNT
05/11/2026	889633	Tire-Rama	Solid Waste	$ 970.00	TIRE DISMOUNT, ROTATE AND MOUNT
05/11/2026	889633	Tire-Rama	Solid Waste	$ 30.00	TIRE DISMOUNT, ROTATE AND MOUNT
05/11/2026	889633	Tire-Rama	Solid Waste	$ 930.00	TIRE DISMOUNT, ROTATE AND MOUNT. TIRE REPAIR
05/11/2026	889633	Tire-Rama	Solid Waste	$ 50.00	tire repair
05/11/2026	889633	Tire-Rama	Solid Waste	$ 5.00	TIRE ROTATE
05/11/2026	889633	Tire-Rama	Solid Waste	$ 10.00	TIRE ROTATE

Check Date	Check #	Name	Fund Name	Amount	Item Desc
05/11/2026	889633	Tire-Rama	Solid Waste	$ 650.00	TIRE SERVICES FOR MULTIPLE UNITS
05/11/2026	889633	Tire-Rama	Solid Waste	$ 2,300.00	tires
05/11/2026	889633	Tire-Rama	Solid Waste	$ 3,185.00	Tires
05/11/2026	889633	Tire-Rama	Solid Waste	$ 4,130.60	tires
05/11/2026	889633	Tire-Rama	Solid Waste	$ 4,345.10	Tires
05/11/2026	889633	Tire-Rama	Solid Waste	$ 4,729.00	tires
05/11/2026	889633	Tire-Rama	Solid Waste	$ 2,185.50	tires, stock
05/11/2026	889633	Tire-Rama	Solid Waste	$ 1,476.00	tires. stock
05/11/2026	ACH	Town & Country Supply	Fleet	$ 6,465.05	454244
05/11/2026	ACH	Town & Country Supply	Fleet	$ 10,383.50	454244
05/11/2026	ACH	Town & Country Supply	Fleet	$ 8,621.58	454244
05/11/2026	ACH	Town & Country Supply	Fleet	$ 21,321.06	454244
05/11/2026	ACH	Town & Country Supply	Solid Waste	$ 25,708.04	454241
05/11/2026	ACH	Town & Country Supply	Wastewater	$ 1,246.01	fuel for plant fuel tanks
05/11/2026	ACH	Tractor & Equipment	Solid Waste	$ 1,305.64	FILTERS, CONSUMABLES AND ENVIRONMENTAL FEE
05/11/2026	ACH	Tractor & Equipment	Solid Waste	$ 2,145.00	PERFORM 10000 HOUR SERVICE
05/11/2026	ACH	Tractor & Equipment	Street/Traffic	$ 521.63	--; DIAGNOSE
05/11/2026	ACH	Tractor & Equipment	Wastewater	$ 934.89	WINDSHIELD
05/11/2026	ACH	Tractor & Equipment	Water	$ 934.89	WINDSHIELD
05/11/2026	889635	TranSource Truck & Equipment	Fleet	$ 6,206.34	46P3356
05/11/2026	889635	TranSource Truck & Equipment	Fleet	$ 409.88	46P3356
05/11/2026	889635	TranSource Truck & Equipment	Fleet	$ 29.79	46P3378
05/11/2026	889635	TranSource Truck & Equipment	Fleet	$ 80.90	46P3391
05/11/2026	889635	TranSource Truck & Equipment	Fleet	$ 173.58	46P3540
05/11/2026	889635	TranSource Truck & Equipment	Street/Traffic	$ 508.63	--; DIAGNOSE & REPAIR
05/11/2026	889635	TranSource Truck & Equipment	Street/Traffic	$ 1,190.71	--; DIAGNOSE & REPAIR
05/11/2026	889635	TranSource Truck & Equipment	Street/Traffic	$ 61.38	46P3378
05/11/2026	889639	Vaisala	Airport	$ 5,888.00	Pavement Temp. Monitoring Annual Contract Service.
05/11/2026	ACH	VertexOne Software	P.W. Admin	$ 3,979.83	vertexone service - March 2026
05/11/2026	889644	Xylem Water Solutions	Wastewater	$ 10,214.77	Safety Grating in Wet Wells Parts for Lift Station
05/11/2026	889644	Xylem Water Solutions	Wastewater	$ 15,472.00	WO 26-39 WRF Campus Electrical ..Rehberg
05/11/2026	889644	Xylem Water Solutions	Wastewater	$ 2,007.00	WO 26-39 WRF Campus Electrical. Rehberg
05/11/2026	889647	YVAS	Public Safety	$ 30,038.75	City Contract April 2026

Check Date	Check #	Name	Fund Name	Amount	Item Desc
05/11/2026	889648	Yellowstone Valley Rock Supply	Park Dist 1	$ 5,300.00	block rock for trails end - 260363

Consent 1. I. 2.

City Council Regular Business Meeting
Meeting Date: 06/08/2026
TITLE: Payment of Claims for week of May 18th, 2026
PRESENTED BY: Erin Watterud
Department: Finance
Presentation: No
Legal Review: No
Project Number: N/A

RECOMMENDATION
Staff recommends Council approve the Payment of Claims

EXECUTIVE SUMMARY
Claims in the amount of $2,066,600.72 have been reviewed and are presented for City Council payment approval. A complete listing of the claims for the week are available in the Finance Department.

BACKGROUND (Consistency with Adopted Plans and Policies, if applicable)
Payment Approval Process Every invoice for payment is entered into the City's accounting system and the backup documentation is scanned in and attached (physical invoices, additional e-mails explaining payments, bids, contracts, etc.). Each invoice goes through a multi-step approval process depending upon the amount of the payment. First, invoices are entered by the department requesting the payment and the department director or designee must perform an initial review and approval of the purchase. The number of approvals within the department can vary based upon the size of the department, but no less than one approver within each department must verify the payment. Second, all payments, regardless of size, must be approved by the Purchasing Agent or designee. The Purchasing Agent will review the payment to ensure purchasing procedures are followed and appropriate documentation is attached. If the payment is greater than $1,000, then it must be approved by the Finance Director or designee. If that payment is greater than $10,000, then it must be approved by the City Administrator or Assistant City Administrator. Once all approvals are completed, the payment is able to be made and the Accounts Payable Clerk can print the check. After all checks are printed, a list of all checks in excess of $2,500 is generated and placed on the next City Council meeting for review.

FISCAL EFFECTS
Claims have a varying impact on department budgets, but are submitted by the departments and reviewed by Finance staff before being sent to the Council.

STAKEHOLDERS

ALTERNATIVES
No other alternatives were analyzed.

Attachments

CouncilMemo wk of 05182026

Check Date	Check #	Name	Fund Name	Amount	Item Desc
05/18/2026	889651	ADB Airfield Solutions	Airport	$ 21,662.58	Invoice #90097715. 7/25 Project - Federal Share
05/18/2026	889651	ADB Airfield Solutions	Airport	$ 1,140.14	Invoice #90097715. 7/25 Project - Local Share
05/18/2026	889661	AT & T Corp	Airport	$ 807.48	Airport -
05/18/2026	889661	AT & T Corp	Building	$ 586.92	Building Cell Phones
05/18/2026	889661	AT & T Corp	Building	$ 41.81	Building Manager
05/18/2026	889661	AT & T Corp	Building	$ 356.40	Building Surfaces
05/18/2026	889661	AT & T Corp	CDBG	$ 85.65	Comm Dev
05/18/2026	889661	AT & T Corp	Court Grants	$ 83.62	Muni Court DC
05/18/2026	889661	AT & T Corp	Engineering	$ 184.03	Engineering Cell Phones and MiFi
05/18/2026	889661	AT & T Corp	Engineering	$ 187.59	Engineering Tablets
05/18/2026	889661	AT & T Corp	Facilities	$ 83.62	Facilities
05/18/2026	889661	AT & T Corp	Facilities	$ 83.62	Facilities Managers
05/18/2026	889661	AT & T Corp	Fleet	$ 83.62	FLEET
05/18/2026	889661	AT & T Corp	General	$ 41.81	Code Enforcement
05/18/2026	889661	AT & T Corp	General	$ 41.81	FINANCE -Liz Kampa
05/18/2026	889661	AT & T Corp	General	$ 28.70	Legal Cellular for one week
05/18/2026	889661	AT & T Corp	General	$ 293.53	Legal Dept -Domestic Violence -
05/18/2026	889661	AT & T Corp	IT Resources	$ 123.33	IT Department -On call Phone -
05/18/2026	889661	AT & T Corp	Library	$ 67.68	Library -Hotspots
05/18/2026	889661	AT & T Corp	Library	$ 93.02	Library Out Reach
05/18/2026	889661	AT & T Corp	Park Dist 1	$ 394.55	Parks Dept.
05/18/2026	889661	AT & T Corp	Park Dist 1	$ 25.85	Parks Seasonal
05/18/2026	889661	AT & T Corp	Park Dist 1	$ 494.38	Parks Tablets
05/18/2026	889661	AT & T Corp	Park Dist 1	$ 209.05	PRPL - Recreation Division
05/18/2026	889661	AT & T Corp	Park Dist 1	$ 18.26	REC Seasonal
05/18/2026	889661	AT & T Corp	Parking	$ 250.86	Parking Phones and scanner
05/18/2026	889661	AT & T Corp	Parking	$ 225.84	Parking Phones and scanner
05/18/2026	889661	AT & T Corp	PD Program	$ 41.81	POLICE -DOM. VIOLENCE
05/18/2026	889661	AT & T Corp	Phone System	$ 71.52	IT iPads - Cell phone Cortex testing device
05/18/2026	889661	AT & T Corp	Phone System	$ 35.74	IT iPads - Cell phone Cortex testing device
05/18/2026	889661	AT & T Corp	Phone System	$ 43.84	TeleComm Manager Doug
05/18/2026	889661	AT & T Corp	Planning	$ 43.84	-PLANNING ANNA VICKERS
05/18/2026	889661	AT & T Corp	Public Safety	$ 220.70	Animal Control Cell Phones

Check Date	Check #	Name	Fund Name	Amount	Item Desc
05/18/2026	889661	AT & T Corp	Public Safety	$ 183.84	Animal Control -MDT
05/18/2026	889661	AT & T Corp	Public Safety	$ 61.28	CCSIU Toughbook
05/18/2026	889661	AT & T Corp	Public Safety	$ 500.99	Comm. Center 9-1-1 Cell and Surfaces
05/18/2026	889661	AT & T Corp	Public Safety	$ 59.48	Comm. Center 9-1-1 Cell and Surfaces
05/18/2026	889661	AT & T Corp	Public Safety	$ 30.64	Detective C-Toughbook
05/18/2026	889661	AT & T Corp	Public Safety	$ 113.04	Fire Chief and Battalion Chief iPads
05/18/2026	889661	AT & T Corp	Public Safety	$ 56.52	Fire Chief and Battalion Chief iPads
05/18/2026	889661	AT & T Corp	Public Safety	$ 327.05	FIRE CRADLEPOINT AND DRONES
05/18/2026	889661	AT & T Corp	Public Safety	$ 84.31	FIRE CRADLEPOINT AND DRONES
05/18/2026	889661	AT & T Corp	Public Safety	$ 1,348.11	Fire Department Cell Phones
05/18/2026	889661	AT & T Corp	Public Safety	$ 216.76	FIRE EMS
05/18/2026	889661	AT & T Corp	Public Safety	$ 125.43	Fire EMS Cell Phone
05/18/2026	889661	AT & T Corp	Public Safety	$ 131.88	FIRE INSPECTIONS
05/18/2026	889661	AT & T Corp	Public Safety	$ 30.64	Fire iPads and Surfaces
05/18/2026	889661	AT & T Corp	Public Safety	$ 169.56	Fire iPads and Surfaces
05/18/2026	889661	AT & T Corp	Public Safety	$ 56.52	Fire iPads and Surfaces
05/18/2026	889661	AT & T Corp	Public Safety	$ 100.12	Fire iPads and Surfaces
05/18/2026	889661	AT & T Corp	Public Safety	$ 376.80	Fire Station iPads and Fire Marshalls
05/18/2026	889661	AT & T Corp	Public Safety	$ 131.88	Fire Station iPads and Fire Marshalls
05/18/2026	889661	AT & T Corp	Public Safety	$ -	Fire Training Laptops
05/18/2026	889661	AT & T Corp	Public Safety	$ 132.56	MDT Fire
05/18/2026	889661	AT & T Corp	Public Safety	$ 95.03	POLICE CRADLEPOINT
05/18/2026	889661	AT & T Corp	Public Safety	$ 114.85	POLICE CSO
05/18/2026	889661	AT & T Corp	Public Safety	$ 4,380.73	Police Department Cell Phone
05/18/2026	889661	AT & T Corp	Public Safety	$ (428.96)	Police Department Cell Phone
05/18/2026	889661	AT & T Corp	Public Safety	$ 30.64	POLICE -ICAC
05/18/2026	889661	AT & T Corp	Public Safety	$ 3,508.24	Police MDT Toughbooks and Loaner MDT's
05/18/2026	889661	AT & T Corp	Public Safety	$ 153.20	Police MDT Toughbooks and Loaner MDT's
05/18/2026	889661	AT & T Corp	Public Safety	$ 428.96	Police MDT Toughbooks and Loaner MDT's
05/18/2026	889661	AT & T Corp	Public Safety	$ 3,804.26	Police -Patrol Phones
05/18/2026	889661	AT & T Corp	Public Safety	$ 18.97	Police -Patrol Phones
05/18/2026	889661	AT & T Corp	Public Safety	$ 30.64	SRO Richter Hot Spot CPC Tablets
05/18/2026	889661	AT & T Corp	Public Safety	$ 81.28	SRO Richter Hot Spot CPC Tablets

Check Date	Check #	Name	Fund Name	Amount	Item Desc
05/18/2026	889661	AT & T Corp	Public Safety	$ 30.64	Yellowstone Co Cellular Charges -Three cradlepoints
05/18/2026	889661	AT & T Corp	Solid Waste	$ 517.12	SOLID WASTE Cell and iPads
05/18/2026	889661	AT & T Corp	Solid Waste	$ 143.41	SOLID WASTE Cell and iPads
05/18/2026	889661	AT & T Corp	Solid Waste	$ 33.84	SOLID WASTE CRADLE POINT
05/18/2026	889661	AT & T Corp	Street/Traffic	$ 10.59	School Flashers 2110-31320-403450
05/18/2026	889661	AT & T Corp	Street/Traffic	$ 551.32	Street Traffic iPads and Derick Surface
05/18/2026	889661	AT & T Corp	Street/Traffic	$ 40.64	Street Traffic iPads and Derick Surface
05/18/2026	889661	AT & T Corp	Transit	$ 43.87	MET
05/18/2026	889661	AT & T Corp	Transit	$ 43.84	MET
05/18/2026	889661	AT & T Corp	Transit	$ 41.84	MET
05/18/2026	889661	AT & T Corp	Transit	$ 20.92	MET
05/18/2026	889661	AT & T Corp	Transit	$ 41.84	MET
05/18/2026	889661	AT & T Corp	Transit	$ 26.32	MET
05/18/2026	889661	AT & T Corp	Transit	$ 44.85	MET
05/18/2026	889661	AT & T Corp	Transit	$ 8.37	MET
05/18/2026	889661	AT & T Corp	Transit	$ 124.24	MET
05/18/2026	889661	AT & T Corp	Transit	$ 33.47	MET
05/18/2026	889661	AT & T Corp	Transit	$ 20.92	MET
05/18/2026	889661	AT & T Corp	Transit	$ 43.84	MET
05/18/2026	889661	AT & T Corp	Transit	$ 43.84	MET
05/18/2026	889661	AT & T Corp	Transit	$ 17.55	MET
05/18/2026	889661	AT & T Corp	Transit	$ 281.74	MET Transit Tablets
05/18/2026	889661	AT & T Corp	Transit	$ 394.55	MET Transit Tablets
05/18/2026	889661	AT & T Corp	Wastewater	$ 125.43	PW Environmental
05/18/2026	889661	AT & T Corp	Wastewater	$ 316.55	PWBELKNAP-DIST COLL CELL PHONES 50/50
05/18/2026	889661	AT & T Corp	Wastewater	$ 439.16	PWBLKNP Electricians -Phones
05/18/2026	889661	AT & T Corp	Wastewater	$ 10.45	PWBLKNP STORES -75/25
05/18/2026	889661	AT & T Corp	Wastewater	$ 887.06	PWBLNP-WWTRMNT1 WTP and iPads
05/18/2026	889661	AT & T Corp	Wastewater	$ 119.20	PWBLNP-WWTRMNT1 WTP and iPads
05/18/2026	889661	AT & T Corp	Wastewater	$ 261.43	PW-Distribution Collection Tablets 50/50
05/18/2026	889661	AT & T Corp	Wastewater	$ 135.98	PW-Environmental
05/18/2026	889661	AT & T Corp	Water	$ 316.55	PWBELKNAP-DIST COLL CELL PHONES 50/50
05/18/2026	889661	AT & T Corp	Water	$ 968.65	PWBELKNAP-WT Water Treatment

Check Date	Check #	Name	Fund Name	Amount	Item Desc
05/18/2026	889661	AT & T Corp	Water	$ 81.28	PWBELKNAP-WT Water Treatment
05/18/2026	889661	AT & T Corp	Water	$ 400.23	PWBLKNP COMM-METER CityWorks/Neptune
05/18/2026	889661	AT & T Corp	Water	$ 378.32	PWBLKNP MTRSHOP CELL PHONE AND IPADS
05/18/2026	889661	AT & T Corp	Water	$ 211.43	PWBLKNP MTRSHOP CELL PHONE AND IPADS
05/18/2026	889661	AT & T Corp	Water	$ 31.36	PWBLKNP STORES -75/25
05/18/2026	889661	AT & T Corp	Water	$ 261.42	PW-Distribution Collection Tablets 50/50
05/18/2026	889663	Avery Dennison Corporation	Street/Traffic	$ 144.00	Sign Printer Supplies
05/18/2026	889663	Avery Dennison Corporation	Street/Traffic	$ 3,111.00	Sign Printer Supplies
05/18/2026	889670	Billings Community Cable	General	$ 57,005.00	Quarterly broadcast services
05/18/2026	889676	Billings Tourism	Tourism BID #2	$ 67,746.46	Paid April Distributed May, 2026
05/18/2026	889683	Cambridge Econometrics	Planning	$ 3,500.00	Professional Services April 1 - April 30, 2026
05/18/2026	889686	Catalis Courts & Land Records	Court Grants	$ 7,657.69	Community Justice Specialty Court SaaS AIMS
05/18/2026	889688	Charles D Fisher Court Reporting	Public Safety	$ 2,587.50	Bistline Arbitration.
05/18/2026	889692	Chicago Title of Montana	CDBG	$ 10,000.00	First Time Home Buyer - 2095 17th St. W., Unit 2
05/18/2026	889693	Civicplus	General	$ 17,401.65	Next Request Annual Support/Maint. Fee 6/30/26-6/29/27
05/18/2026	ACH	Cummins - Rocky Mountain	Fleet	$ 14.62	38-260427817
05/18/2026	ACH	Cummins - Rocky Mountain	Fleet	$ 30.00	38-260427817
05/18/2026	ACH	Cummins - Rocky Mountain	Fleet	$ 131.59	38-260427874
05/18/2026	ACH	Cummins - Rocky Mountain	Fleet	$ 3.02	38-260427914
05/18/2026	ACH	Cummins - Rocky Mountain	Fleet	$ 30.00	38-260427925
05/18/2026	ACH	Cummins - Rocky Mountain	Fleet	$ 20.02	38-260427925
05/18/2026	ACH	Cummins - Rocky Mountain	Fleet	$ 30.67	38-260427925
05/18/2026	ACH	Cummins - Rocky Mountain	Fleet	$ 84.65	38-260427925
05/18/2026	ACH	Cummins - Rocky Mountain	Fleet	$ 19.15	38-260427983
05/18/2026	ACH	Cummins - Rocky Mountain	Fleet	$ 405.00	38-260427983
05/18/2026	ACH	Cummins - Rocky Mountain	Fleet	$ 2,155.98	38-260427983
05/18/2026	ACH	Cummins - Rocky Mountain	Fleet	$ (405.00)	38-260428001
05/18/2026	ACH	Cummins - Rocky Mountain	Fleet	$ 666.79	38-260528092
05/18/2026	ACH	Cummins - Rocky Mountain	Water	$ 707.71	leaking coolant heater repairs on high s
05/18/2026	889702	Dakota Supply Group	Street/Traffic	$ 1,486.88	Pipe for storm in Briarwood
05/18/2026	889702	Dakota Supply Group	Water	$ 929.54	1 1/2" BALL CORP STOP CTS - COMPRESSION (H25008)
05/18/2026	889702	Dakota Supply Group	Water	$ 1,748.93	1" EXTENDED CURB VALVE - 10" EXTENSION
05/18/2026	889702	Dakota Supply Group	Water	$ 54.27	1-1/2" SS STIFFENER CTS P/N: 60378

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05/18/2026	889702	Dakota Supply Group	Water	$ 1,834.33	3/4" CURB VALVE - COMPRESSION-MINNEAPOLIS
05/18/2026	889702	Dakota Supply Group	Water	$ 3,838.50	8" MJ GATE VALVE P/N: 24509
05/18/2026	889702	Dakota Supply Group	Water	$ 752.67	8" X 3/4" TAPPING SADDLE - FOR C900 PLASTIC PIPE
05/18/2026	889702	Dakota Supply Group	Water	$ 1,150.29	CURB BOX 3/4" - 1 - 1/2" TAP - 7' BURY (56147)
05/18/2026	889702	Dakota Supply Group	Water	$ 803.20	TYLER 5-1/4" HD 12# DROP LID - WATER P/N: 365041
05/18/2026	889702	Dakota Supply Group	Water	$ 1,741.69	WATEROUS 5-1/4" WB67 TRAFFIC REPAIR KIT (K528)
05/18/2026	889708	Desert Mountain Corporation	Street/Traffic	$ 6,439.04	Ice slicer
05/18/2026	889708	Desert Mountain Corporation	Street/Traffic	$ 6,454.11	Ice Slicer
05/18/2026	889712	Douglas Jordan	Water	$ 3,255.00	Heights water
05/18/2026	889713	Downtown Billings BID	Downtown BID	$ 5,368.07	BID1 Assessment: Paid April Distributed May, 2026
05/18/2026	889716	Eaton Corporation	Water	$ 23,089.26	replacement 4-Dances UPS and Panel
05/18/2026	889716	Eaton Corporation	Water	$ 4,076.60	UPS's for WTP Radio Tower Cabinet
05/18/2026	889717	EBMS	City Ins Fund	$ 3,174.00	Apr 2026 ACA Fees & ACA Tool Renewal Inv. SIN6475084
05/18/2026	889717	EBMS	City Ins Fund	$ 33,579.00	Benefit Mgmt Fee
05/18/2026	889717	EBMS	City Ins Fund	$ 9,009.00	Case Management Fee
05/18/2026	889717	EBMS	City Ins Fund	$ 755.00	CDH Admin Fee FSA
05/18/2026	889717	EBMS	City Ins Fund	$ 1,291.50	CDH Admin Fee HSA
05/18/2026	889717	EBMS	City Ins Fund	$ 8,190.00	PPO Fee
05/18/2026	889717	EBMS	City Ins Fund	$ 81,829.37	Specific Premium
05/18/2026	889717	EBMS	Payroll Clearing	$ 807.00	Vision Admin Fee
05/18/2026	889717	EBMS	Payroll Clearing	$ 13,339.46	VSP
05/18/2026	889726	Fisher Sand & Gravel Co	Street/Traffic	$ 1,296.40	pipe bursting on 11th st w (PUD)
05/18/2026	889726	Fisher Sand & Gravel Co	Street/Traffic	$ 5,236.00	Street repair, McKay Ln
05/18/2026	889731	Geveko Markings Inc	Street/Traffic	$ 16,692.45	Heat Tape
05/18/2026	ACH	Grainger Parts	Fleet	$ 44.68	9900079451
05/18/2026	ACH	Grainger Parts	Fleet	$ 95.95	9904240034
05/18/2026	ACH	Grainger Parts	Water	$ 6,779.50	Hoist for Grizzly
05/18/2026	889735	Granite Peak Pump Service	Park Dist 1	$ 291.44	PUMP REPAIRS AT STEWART - 26061
05/18/2026	889735	Granite Peak Pump Service	Park Dist 1	$ 6,269.00	REPLACE AND UPGRADE HIGH SIERRA IRRI PUMP STATION
05/18/2026	889735	Granite Peak Pump Service	Parks Maint	$ 40,000.00	REPLACE AND UPGRADE HIGH SIERRA IRRI PUMP STATION
05/18/2026	ACH	Great West Engineering	Solid Waste	$ 10,296.75	WO 26-19 Landfill Cell 6 Expansion; Pmt 2
05/18/2026	889739	High Point Networks	Airport	$ 2,034.00	Invoice #2811287. Monthly WIFI Management Fees
05/18/2026	889739	High Point Networks	IT Resources	$ 8,502.00	R-862-BBHS Dell R640 Support

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05/18/2026	889739	High Point Networks	Tax Incrmnt S	$ 5,000.00	NASPO#AR3229 -ARC Building project Block of Hours
05/18/2026	889739	High Point Networks	Tax Incrmnt S	$ 41,376.00	NASPO#AR3229 -ARC Building project -technology costs
05/18/2026	889741	Hughes Fire Equipment	Fleet	$ 33.90	641109
05/18/2026	889741	Hughes Fire Equipment	Fleet	$ 144.87	641109
05/18/2026	889741	Hughes Fire Equipment	Fleet	$ 23.33	641210
05/18/2026	889741	Hughes Fire Equipment	Fleet	$ 127.77	641210
05/18/2026	889741	Hughes Fire Equipment	Fleet	$ 16.95	641210
05/18/2026	889741	Hughes Fire Equipment	Fleet	$ 920.64	641234
05/18/2026	889741	Hughes Fire Equipment	Fleet	$ 433.84	641234
05/18/2026	889741	Hughes Fire Equipment	Fleet	$ 2,043.12	641234
05/18/2026	889741	Hughes Fire Equipment	Fleet	$ 537.95	641234
05/18/2026	889741	Hughes Fire Equipment	Fleet	$ 111.58	641234
05/18/2026	889741	Hughes Fire Equipment	Fleet	$ 2,097.34	641475
05/18/2026	889741	Hughes Fire Equipment	Fleet	$ 798.02	641475
05/18/2026	889741	Hughes Fire Equipment	Fleet	$ 145.50	641475
05/18/2026	889741	Hughes Fire Equipment	Public Safety	$ 91.76	HOSE
05/18/2026	889744	IMEG Corp	Planning	$ 9,500.00	Professional Services through April 5, 2026
05/18/2026	889750	Invoice Cloud	Solid Waste	$ 4,560.00	Service for 04/01-04/30/2026
05/18/2026	889750	Invoice Cloud	Storm Sewer	$ 7,355.17	Service for 04/01-04/30/2026
05/18/2026	889750	Invoice Cloud	Wastewater	$ 12,189.31	Service for 04/01-04/30/2026
05/18/2026	889750	Invoice Cloud	Water	$ 20,392.52	Service for 04/01-04/30/2026
05/18/2026	ACH	L P Anderson Tire	Fleet	$ 5,640.00	565639
05/18/2026	ACH	L P Anderson Tire	Street/Traffic	$ 1,746.00	--; TIRE; TIRE
05/18/2026	ACH	L P Anderson Tire	Street/Traffic	$ 2,335.00	TIRE REPAIR; TIRE REPAIR
05/18/2026	ACH	L P Anderson Tire	Street/Traffic	$ 200.00	TIRE REPAIR; TIRE REPAIR
05/18/2026	889765	LaTech Equipment	Wastewater	$ 7,037.86	FCI flow meter/calibration tool for Bior
05/18/2026	889766	Local 521	Public Safety	$ 3,731.00	Class A Uniform Reimbursement for 10
05/18/2026	889768	Mailing Technical Services	Central Services	$ 5,942.86	Postage for April, 2026
05/18/2026	889768	Mailing Technical Services	General	$ 996.98	Postage for April, 2026
05/18/2026	889771	Mead & Hunt Inc	Airport	$ 7,100.00	Air Service Consulting Services
05/18/2026	889772	Midco Diving & Marine Services	Water	$ 4,770.00	WO 24-20 WTP Underground Leaks Assessmen
05/18/2026	889774	Montana CSED	Payroll Clearing	$ 5,470.02	Payroll Summary
05/18/2026	889776	MFPE	Payroll Clearing	$ 3,180.32	Payroll Summary

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05/18/2026	889778	MT First Responder Psychological	Public Safety	$ 4,800.00	Invoice 1173, preemployment evals
05/18/2026	ACH	MMIA	Property Ins	$ 41,539.05	MMIA liability deductible.
05/18/2026	889781	MSFA	Payroll Clearing	$ 6,019.73	Payroll Summary
05/18/2026	ACH	Montana State Fund	Payroll Clearing	$ 346,663.20	Premium - Payroll Report 1/1/2026 - 3/31/2026
05/18/2026	889783	Motor Power Equipment	Fleet	$ 343.34	01B1603669
05/18/2026	889783	Motor Power Equipment	Fleet	$ 236.08	01B1604094
05/18/2026	889783	Motor Power Equipment	Fleet	$ 116.07	01B1604094
05/18/2026	889783	Motor Power Equipment	Fleet	$ 692.36	01B1604279
05/18/2026	889783	Motor Power Equipment	Fleet	$ 1,478.14	01B1604912
05/18/2026	889783	Motor Power Equipment	Fleet	$ 270.00	01B1604912
05/18/2026	889783	Motor Power Equipment	Fleet	$ 58.16	01B1604916
05/18/2026	889783	Motor Power Equipment	Fleet	$ (270.00)	01B1604948
05/18/2026	889783	Motor Power Equipment	Fleet	$ 212.72	01B1604992
05/18/2026	889783	Motor Power Equipment	Fleet	$ 61.48	01B1604992
05/18/2026	889784	MPPA	Payroll Clearing	$ 4,153.10	Payroll Summary
05/18/2026	889784	MPPA	Public Safety	$ 300.00	Chief registration to attend 2026 MACOP conference
05/18/2026	889787	Napa Auto Parts	Fleet	$ 82.58	740804
05/18/2026	889787	Napa Auto Parts	Fleet	$ 12.16	740804
05/18/2026	889787	Napa Auto Parts	Fleet	$ 81.39	740804
05/18/2026	889787	Napa Auto Parts	Fleet	$ 90.10	740804
05/18/2026	889787	Napa Auto Parts	Fleet	$ 20.63	740928
05/18/2026	889787	Napa Auto Parts	Fleet	$ 77.13	740928
05/18/2026	889787	Napa Auto Parts	Fleet	$ 329.82	740928
05/18/2026	889787	Napa Auto Parts	Fleet	$ 327.56	740928
05/18/2026	889787	Napa Auto Parts	Fleet	$ 12.16	740928
05/18/2026	889787	Napa Auto Parts	Fleet	$ 81.39	740928
05/18/2026	889787	Napa Auto Parts	Fleet	$ 31.69	740947
05/18/2026	889787	Napa Auto Parts	Fleet	$ 37.99	740953
05/18/2026	889787	Napa Auto Parts	Fleet	$ (81.39)	741259
05/18/2026	889787	Napa Auto Parts	Fleet	$ 38.97	741562
05/18/2026	889787	Napa Auto Parts	Fleet	$ 37.99	741576
05/18/2026	889787	Napa Auto Parts	Fleet	$ 114.00	741576
05/18/2026	889787	Napa Auto Parts	Fleet	$ 7.28	741640

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05/18/2026	889787	Napa Auto Parts	Fleet	$ 225.25	741666
05/18/2026	889787	Napa Auto Parts	Fleet	$ 6.33	741666
05/18/2026	889787	Napa Auto Parts	Fleet	$ (114.00)	741697
05/18/2026	889787	Napa Auto Parts	Fleet	$ (37.99)	741697
05/18/2026	889787	Napa Auto Parts	Fleet	$ 14.36	741715
05/18/2026	889787	Napa Auto Parts	Fleet	$ 4.55	741715
05/18/2026	889787	Napa Auto Parts	Fleet	$ 15.44	741759
05/18/2026	889787	Napa Auto Parts	Fleet	$ 8.36	741771
05/18/2026	889787	Napa Auto Parts	Fleet	$ 5.66	741936
05/18/2026	889787	Napa Auto Parts	Fleet	$ 12.92	741980
05/18/2026	889787	Napa Auto Parts	Fleet	$ 9.08	742182
05/18/2026	889787	Napa Auto Parts	Fleet	$ 54.73	742182
05/18/2026	889787	Napa Auto Parts	Fleet	$ 71.44	742357
05/18/2026	889787	Napa Auto Parts	Fleet	$ 73.63	742454
05/18/2026	889787	Napa Auto Parts	Fleet	$ 7.42	742454
05/18/2026	889787	Napa Auto Parts	Fleet	$ 141.42	742454
05/18/2026	889787	Napa Auto Parts	Fleet	$ 26.51	742506
05/18/2026	889787	Napa Auto Parts	Fleet	$ 132.36	742956
05/18/2026	889787	Napa Auto Parts	Fleet	$ 32.28	743112
05/18/2026	889787	Napa Auto Parts	Fleet	$ 76.90	743112
05/18/2026	889787	Napa Auto Parts	Fleet	$ 18.00	743199
05/18/2026	889787	Napa Auto Parts	Fleet	$ 40.61	743201
05/18/2026	889787	Napa Auto Parts	Fleet	$ 25.80	743383
05/18/2026	889787	Napa Auto Parts	Fleet	$ 47.51	743387
05/18/2026	889787	Napa Auto Parts	Fleet	$ 190.04	743407
05/18/2026	889787	Napa Auto Parts	Fleet	$ 53.82	743890
05/18/2026	889787	Napa Auto Parts	Fleet	$ 522.48	744971
05/18/2026	889787	Napa Auto Parts	Fleet	$ 153.24	745211
05/18/2026	889787	Napa Auto Parts	Fleet	$ 149.04	745211
05/18/2026	889787	Napa Auto Parts	Fleet	$ 21.96	745374
05/18/2026	889787	Napa Auto Parts	Fleet	$ 10.98	745374
05/18/2026	889787	Napa Auto Parts	Fleet	$ 11.24	745374
05/18/2026	889787	Napa Auto Parts	Fleet	$ 33.24	745374

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05/18/2026	889787	Napa Auto Parts	Fleet	$ 8.49	745374
05/18/2026	889787	Napa Auto Parts	Fleet	$ 8.36	745374
05/18/2026	889787	Napa Auto Parts	Fleet	$ 326.55	746228
05/18/2026	889787	Napa Auto Parts	Fleet	$ 286.29	746228
05/18/2026	889787	Napa Auto Parts	Fleet	$ 43.68	746229
05/18/2026	889788	Newman Traffic Signs	Street/Traffic	$ 4,606.70	Sign blanks
05/18/2026	889791	North Coast Electric	Street/Traffic	$ 42.12	Lights for Shiloh tunnel - streetlights
05/18/2026	889791	North Coast Electric	Street/Traffic	$ 94.30	Parts for street lights
05/18/2026	889791	North Coast Electric	Street/Traffic	$ 2,480.00	Streetlight fixtures
05/18/2026	889791	North Coast Electric	Street/Traffic	$ 2,017.20	Streetlight parts on inventory
05/18/2026	889792	NorthWestern Energy	Airport	$ 15.66	0712534-7. Gate 16 Light. April 2026
05/18/2026	889792	NorthWestern Energy	Airport	$ 166.82	0712535-4. Employee Parking. April 20266
05/18/2026	889792	NorthWestern Energy	Airport	$ 36.43	071279-3. Gate 16. April 2026
05/18/2026	889792	NorthWestern Energy	Airport	$ 39.95	0712795-4. Gate 17. April 2026
05/18/2026	889792	NorthWestern Energy	Airport	$ 36.68	0712797-0. Gate 9. April 2027
05/18/2026	889792	NorthWestern Energy	Airport	$ 27.52	0712805-1. IP-10. April 2026
05/18/2026	889792	NorthWestern Energy	Airport	$ 43.17	0712813-5. Burn Pit. April 2026
05/18/2026	889792	NorthWestern Energy	Airport	$ 70.19	0719759-3. Gate 12. April 2026
05/18/2026	889792	NorthWestern Energy	Airport	$ 91.05	0719760-1. Gate 14. April 2026
05/18/2026	889792	NorthWestern Energy	Airport	$ 37.85	0719761-9. Gate 15. April 2026
05/18/2026	889792	NorthWestern Energy	Airport	$ 38.65	0719762-7. Gate 13. April 2026
05/18/2026	889792	NorthWestern Energy	Airport	$ 34.85	0720296--3. Gate 29. April 2026
05/18/2026	889792	NorthWestern Energy	Airport	$ 54.78	2114868-9. Runway Weather System. April 2026
05/18/2026	889792	NorthWestern Energy	Building	$ 30.60	1569631-3
05/18/2026	889792	NorthWestern Energy	Facilities	$ 23.61	3866815-8
05/18/2026	889792	NorthWestern Energy	Facilities	$ 77.93	3922089-2
05/18/2026	889792	NorthWestern Energy	Park Dist 1	$ 681.23	0712538-8
05/18/2026	889792	NorthWestern Energy	Park Dist 1	$ 88.55	0712539-6
05/18/2026	889792	NorthWestern Energy	Park Dist 1	$ 22.20	0722253-2
05/18/2026	889792	NorthWestern Energy	Park Dist 1	$ 24.73	0722258-1
05/18/2026	889792	NorthWestern Energy	Park Dist 1	$ 30.18	0722259-9
05/18/2026	889792	NorthWestern Energy	Park Dist 1	$ 10.29	0722272-2
05/18/2026	889792	NorthWestern Energy	Park Dist 1	$ 176.56	0722273-0

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05/18/2026	889792	NorthWestern Energy	Park Dist 1	$ 11.19	0722274-8
05/18/2026	889792	NorthWestern Energy	Park Dist 1	$ 105.13	0722275-5
05/18/2026	889792	NorthWestern Energy	Park Dist 1	$ 35.03	0722278-9
05/18/2026	889792	NorthWestern Energy	Park Dist 1	$ 15.66	0722279-7
05/18/2026	889792	NorthWestern Energy	Park Dist 1	$ 22.20	0722280-5
05/18/2026	889792	NorthWestern Energy	Park Dist 1	$ 22.20	0722281-3
05/18/2026	889792	NorthWestern Energy	Park Dist 1	$ 22.20	0722283-9
05/18/2026	889792	NorthWestern Energy	Park Dist 1	$ 22.20	0722284-7
05/18/2026	889792	NorthWestern Energy	Park Dist 1	$ 15.66	0722808-3
05/18/2026	889792	NorthWestern Energy	Park Dist 1	$ 24.59	0722852-1
05/18/2026	889792	NorthWestern Energy	Park Dist 1	$ 24.73	0722862-0
05/18/2026	889792	NorthWestern Energy	Park Dist 1	$ 60.08	0722901-6
05/18/2026	889792	NorthWestern Energy	Park Dist 1	$ 22.77	0722976-8
05/18/2026	889792	NorthWestern Energy	Park Dist 1	$ 433.99	0722995-8
05/18/2026	889792	NorthWestern Energy	Park Dist 1	$ 92.10	0723005-5
05/18/2026	889792	NorthWestern Energy	Park Dist 1	$ 22.20	0723025-3
05/18/2026	889792	NorthWestern Energy	Park Dist 1	$ -	0723039-4
05/18/2026	889792	NorthWestern Energy	Park Dist 1	$ 22.05	0723046-9
05/18/2026	889792	NorthWestern Energy	Park Dist 1	$ 28.50	0723049-3
05/18/2026	889792	NorthWestern Energy	Park Dist 1	$ 36.34	0723064-2
05/18/2026	889792	NorthWestern Energy	Park Dist 1	$ 36.34	0723065-9
05/18/2026	889792	NorthWestern Energy	Park Dist 1	$ 13.74	0723391-9
05/18/2026	889792	NorthWestern Energy	Park Dist 1	$ 72.89	0723884-3
05/18/2026	889792	NorthWestern Energy	Park Dist 1	$ 36.34	0723887-6
05/18/2026	889792	NorthWestern Energy	Park Dist 1	$ 132.16	0813489-2
05/18/2026	889792	NorthWestern Energy	Park Dist 1	$ 229.62	0839280-5
05/18/2026	889792	NorthWestern Energy	Park Dist 1	$ 89.25	0978917-3
05/18/2026	889792	NorthWestern Energy	Park Dist 1	$ 562.29	1191404-1
05/18/2026	889792	NorthWestern Energy	Park Dist 1	$ -	1409394-2
05/18/2026	889792	NorthWestern Energy	Park Dist 1	$ 22.05	1588262-4
05/18/2026	889792	NorthWestern Energy	Park Dist 1	$ 26.68	1635289-0
05/18/2026	889792	NorthWestern Energy	Park Dist 1	$ 13.28	1849408-8
05/18/2026	889792	NorthWestern Energy	Park Dist 1	$ 17.49	1904944-4

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05/18/2026	889792	NorthWestern Energy	Park Dist 1	$ 152.31	1941243-6
05/18/2026	889792	NorthWestern Energy	Park Dist 1	$ 25.14	3020837-5
05/18/2026	889792	NorthWestern Energy	Park Dist 1	$ 22.05	3178260-0
05/18/2026	889792	NorthWestern Energy	Park Dist 1	$ 22.92	3241436-9
05/18/2026	889792	NorthWestern Energy	Park Dist 1	$ 22.05	3477233-5
05/18/2026	889792	NorthWestern Energy	Park Dist 1	$ 26.26	3771457-3
05/18/2026	889792	NorthWestern Energy	Park Dist 1	$ 432.77	4086220-3
05/18/2026	889792	NorthWestern Energy	Park Dist 1	$ 58.83	4148708-3
05/18/2026	889792	NorthWestern Energy	Park Dist 1	$ 271.14	4177819-2
05/18/2026	889792	NorthWestern Energy	Park Dist 1	$ 454.09	4204010-5
05/18/2026	889792	NorthWestern Energy	Parking	$ 167.93	3835890-9
05/18/2026	889792	NorthWestern Energy	Parks Maint	$ 6.87	0722272-2
05/18/2026	889792	NorthWestern Energy	Parks Maint	$ 22.20	0723384-4
05/18/2026	889792	NorthWestern Energy	Parks Maint	$ 24.28	0723386-9
05/18/2026	889792	NorthWestern Energy	Parks Maint	$ 24.28	0723387-7
05/18/2026	889792	NorthWestern Energy	Parks Maint	$ 24.28	0723388-5
05/18/2026	889792	NorthWestern Energy	Parks Maint	$ 9.17	0723391-9
05/18/2026	889792	NorthWestern Energy	Parks Maint	$ 22.77	0723393-5
05/18/2026	889792	NorthWestern Energy	Parks Maint	$ 22.20	0723394-3
05/18/2026	889792	NorthWestern Energy	Parks Maint	$ 22.20	0723395-0
05/18/2026	889792	NorthWestern Energy	Parks Maint	$ 22.20	0723396-8
05/18/2026	889792	NorthWestern Energy	Parks Maint	$ 22.20	0723397-6
05/18/2026	889792	NorthWestern Energy	Parks Maint	$ 22.20	0723398-4
05/18/2026	889792	NorthWestern Energy	Parks Maint	$ 22.20	0723835-5
05/18/2026	889792	NorthWestern Energy	Parks Maint	$ 24.73	0723836-3
05/18/2026	889792	NorthWestern Energy	Parks Maint	$ 22.34	0723840-5
05/18/2026	889792	NorthWestern Energy	Parks Maint	$ 38.57	0723879-3
05/18/2026	889792	NorthWestern Energy	Parks Maint	$ 22.60	0723883-5
05/18/2026	889792	NorthWestern Energy	Parks Maint	$ 22.92	0881455-0
05/18/2026	889792	NorthWestern Energy	Parks Maint	$ 229.09	1029192-0
05/18/2026	889792	NorthWestern Energy	Parks Maint	$ 226.57	1045813-1
05/18/2026	889792	NorthWestern Energy	Parks Maint	$ 228.65	1265177-4
05/18/2026	889792	NorthWestern Energy	Parks Maint	$ 0.62	1396192-5

Check Date	Check #	Name	Fund Name	Amount	Item Desc
05/18/2026	889792	NorthWestern Energy	Parks Maint	$ 228.50	1425364-5
05/18/2026	889792	NorthWestern Energy	Parks Maint	$ 0.73	1513796-1
05/18/2026	889792	NorthWestern Energy	Parks Maint	$ 45.43	1513800-1
05/18/2026	889792	NorthWestern Energy	Parks Maint	$ 24.44	1513802-7
05/18/2026	889792	NorthWestern Energy	Parks Maint	$ 22.05	1513804-3
05/18/2026	889792	NorthWestern Energy	Parks Maint	$ 22.77	1514388-6
05/18/2026	889792	NorthWestern Energy	Parks Maint	$ 228.65	1948667-9
05/18/2026	889792	NorthWestern Energy	Parks Maint	$ 0.74	2041362-1
05/18/2026	889792	NorthWestern Energy	Parks Maint	$ 4.83	2055817-7
05/18/2026	889792	NorthWestern Energy	Parks Maint	$ 227.30	3707234-5
05/18/2026	889792	NorthWestern Energy	Parks Maint	$ 233.06	3707235-2
05/18/2026	889792	NorthWestern Energy	Parks Maint	$ 227.04	3707236-0
05/18/2026	889792	NorthWestern Energy	Parks Maint	$ 4.51	4103439-8
05/18/2026	889792	NorthWestern Energy	Public Safety	$ 25.59	0712532-1
05/18/2026	889792	NorthWestern Energy	Public Safety	$ 421.14	0720817-6
05/18/2026	889792	NorthWestern Energy	Public Safety	$ 874.18	1183483-5
05/18/2026	889792	NorthWestern Energy	Public Safety	$ 335.29	4045328-4
05/18/2026	889792	NorthWestern Energy	Public Safety	$ 1,943.39	Monthly Services Station 1
05/18/2026	889792	NorthWestern Energy	Public Safety	$ 542.49	Monthly Services Station 6
05/18/2026	889792	NorthWestern Energy	Street/Traffic	$ 22.05	0855404-0
05/18/2026	889792	NorthWestern Energy	Street/Traffic	$ 226.08	1045820-6
05/18/2026	889792	NorthWestern Energy	Street/Traffic	$ 23.87	2047007-6
05/18/2026	889792	NorthWestern Energy	Street/Traffic	$ 24.31	2047010-0
05/18/2026	889792	NorthWestern Energy	Street/Traffic	$ 23.87	2047013-4
05/18/2026	889792	NorthWestern Energy	Street/Traffic	$ 23.73	2047017-5
05/18/2026	889792	NorthWestern Energy	Street/Traffic	$ 23.59	2047019-1
05/18/2026	889792	NorthWestern Energy	Street/Traffic	$ 228.39	3088038-9
05/18/2026	889792	NorthWestern Energy	Street/Traffic	$ 226.81	3590004-2
05/18/2026	889792	NorthWestern Energy	Street/Traffic	$ 65.62	3648861-7
05/18/2026	889792	NorthWestern Energy	Street/Traffic	$ 24.17	3660075-7
05/18/2026	889792	NorthWestern Energy	Transit	$ 413.04	0719225-5
05/18/2026	889792	NorthWestern Energy	Transit	$ 7,438.43	4270013-8
05/18/2026	889792	NorthWestern Energy	Wastewater	$ 79,390.78	0100591-7

Check Date	Check #	Name	Fund Name	Amount	Item Desc
05/18/2026	889792	NorthWestern Energy	Wastewater	$ 31.50	1704025-4
05/18/2026	889792	NorthWestern Energy	Wastewater	$ 1,398.06	2132749-9
05/18/2026	889792	NorthWestern Energy	Wastewater	$ 207.58	389 62nd St Lift Entrance Apr 2026
05/18/2026	889792	NorthWestern Energy	Water	$ 171.49	1142253-2
05/18/2026	889792	NorthWestern Energy	Water	$ 23.18	1160807-2
05/18/2026	889792	NorthWestern Energy	Water	$ 5.32	1346673-5
05/18/2026	889792	NorthWestern Energy	Water	$ 22.60	1867265-9
05/18/2026	889792	NorthWestern Energy	Water	$ 1,217.26	4519 Hesper Rd TEMP...Apr 2026
05/18/2026	889792	NorthWestern Energy	Water	$ 1,786.64	5809 Canyonwoods Dr Apr 2026
05/18/2026	889792	NorthWestern Energy	Water	$ 566.79	805 Constitution April 2026
05/18/2026	889794	Orion Planning + Design	Planning	$ 24,041.93	Professional Services April 1, 2026 - April 30, 2026
05/18/2026	889800	Phillip Finkelstein	Public Safety	$ 2,878.11	Services for MFPR and COB Arbitration (Bistline).
05/18/2026	889801	Power Service	Water	$ 3,975.92	Willett #2 Seal
05/18/2026	889803	Professional Development Academy	Building	$ 1,000.00	Jessica Fust - Building
05/18/2026	889803	Professional Development Academy	General	$ 1,000.00	Sam Atwood - Legal
05/18/2026	889803	Professional Development Academy	Street/Traffic	$ 500.00	High Performance Leadership Training - Public Works.
05/18/2026	889803	Professional Development Academy	Wastewater	$ 250.00	High Performance Leadership Training - Public Works.
05/18/2026	889803	Professional Development Academy	Water	$ 250.00	High Performance Leadership Training - Public Works.
05/18/2026	889804	Public Utilities	Facilities	$ 992.45	3090329
05/18/2026	889804	Public Utilities	Facilities	$ 92.68	3100365
05/18/2026	889804	Public Utilities	Library	$ 172.76	3105094
05/18/2026	889804	Public Utilities	Park Dist 1	$ 29.87	3064232
05/18/2026	889804	Public Utilities	Park Dist 1	$ 203.78	3068022
05/18/2026	889804	Public Utilities	Park Dist 1	$ 6.61	3086379
05/18/2026	889804	Public Utilities	Park Dist 1	$ 6.61	3086384
05/18/2026	889804	Public Utilities	Park Dist 1	$ 21.06	3086387
05/18/2026	889804	Public Utilities	Park Dist 1	$ 190.30	3086388
05/18/2026	889804	Public Utilities	Park Dist 1	$ 123.43	3089293
05/18/2026	889804	Public Utilities	Park Dist 1	$ 257.96	3091164
05/18/2026	889804	Public Utilities	Park Dist 1	$ 843.38	3091294
05/18/2026	889804	Public Utilities	Park Dist 1	$ 18.15	3098105
05/18/2026	889804	Public Utilities	Park Dist 1	$ 6.61	3098113
05/18/2026	889804	Public Utilities	Park Dist 1	$ 16.56	3098205

Check Date	Check #	Name	Fund Name	Amount	Item Desc
05/18/2026	889804	Public Utilities	Park Dist 1	$ 6.61	3109445
05/18/2026	889804	Public Utilities	Park Dist 1	$ 50.04	3109451
05/18/2026	889804	Public Utilities	Park Dist 1	$ 20.40	3110120
05/18/2026	889804	Public Utilities	Park Dist 1	$ 79.55	3111950
05/18/2026	889804	Public Utilities	Parks Maint	$ 599.85	3059048
05/18/2026	889804	Public Utilities	Parks Maint	$ 10.05	3061212
05/18/2026	889804	Public Utilities	Parks Maint	$ 166.69	3063374
05/18/2026	889804	Public Utilities	Parks Maint	$ 54.90	3063384
05/18/2026	889804	Public Utilities	Parks Maint	$ 11.25	3063385
05/18/2026	889804	Public Utilities	Parks Maint	$ 10.05	3064055
05/18/2026	889804	Public Utilities	Parks Maint	$ 54.90	3067458
05/18/2026	889804	Public Utilities	Parks Maint	$ 27.45	3069969
05/18/2026	889804	Public Utilities	Parks Maint	$ 19.10	3072961
05/18/2026	889804	Public Utilities	Parks Maint	$ 18.30	3072990
05/18/2026	889804	Public Utilities	Parks Maint	$ 17.10	3073704
05/18/2026	889804	Public Utilities	Parks Maint	$ 96.38	3074740
05/18/2026	889804	Public Utilities	Parks Maint	$ 11.25	3074748
05/18/2026	889804	Public Utilities	Parks Maint	$ 27.45	3074750
05/18/2026	889804	Public Utilities	Parks Maint	$ 10.05	3074751
05/18/2026	889804	Public Utilities	Parks Maint	$ 74.80	3074752
05/18/2026	889804	Public Utilities	Parks Maint	$ 8.81	3074753
05/18/2026	889804	Public Utilities	Parks Maint	$ 18.30	3075407
05/18/2026	889804	Public Utilities	Parks Maint	$ 10.05	3075860
05/18/2026	889804	Public Utilities	Parks Maint	$ 8.81	3075860
05/18/2026	889804	Public Utilities	Parks Maint	$ 11.25	3078687
05/18/2026	889804	Public Utilities	Parks Maint	$ 13.35	3081602
05/18/2026	889804	Public Utilities	Parks Maint	$ 88.80	3084220
05/18/2026	889804	Public Utilities	Parks Maint	$ 422.25	3086389
05/18/2026	889804	Public Utilities	Parks Maint	$ 575.45	3086390
05/18/2026	889804	Public Utilities	Parks Maint	$ 54.90	3086391
05/18/2026	889804	Public Utilities	Parks Maint	$ 20.40	3086392
05/18/2026	889804	Public Utilities	Parks Maint	$ 11.25	3086393
05/18/2026	889804	Public Utilities	Parks Maint	$ 11.25	3086929

Check Date	Check #	Name	Fund Name	Amount	Item Desc
05/18/2026	889804	Public Utilities	Parks Maint	$ 10.05	3087030
05/18/2026	889804	Public Utilities	Parks Maint	$ 25.55	3090572
05/18/2026	889804	Public Utilities	Parks Maint	$ 32.40	3095935
05/18/2026	889804	Public Utilities	Parks Maint	$ 6.61	3098114
05/18/2026	889804	Public Utilities	Parks Maint	$ 267.15	3098115
05/18/2026	889804	Public Utilities	Parks Maint	$ 6.61	3098115
05/18/2026	889804	Public Utilities	Parks Maint	$ 71.10	3098116
05/18/2026	889804	Public Utilities	Parks Maint	$ 13.35	3098117
05/18/2026	889804	Public Utilities	Parks Maint	$ 23.08	3098118
05/18/2026	889804	Public Utilities	Parks Maint	$ 59.40	3098999
05/18/2026	889804	Public Utilities	Parks Maint	$ 734.31	3101972
05/18/2026	889804	Public Utilities	Parks Maint	$ 25.55	3107297
05/18/2026	889804	Public Utilities	Parks Maint	$ 8.81	3107297
05/18/2026	889804	Public Utilities	Parks Maint	$ 20.40	3107305
05/18/2026	889804	Public Utilities	Parks Maint	$ 11.25	3107704
05/18/2026	889804	Public Utilities	Parks Maint	$ 28.46	3107704
05/18/2026	889804	Public Utilities	Parks Maint	$ 27.45	3108190
05/18/2026	889804	Public Utilities	Parks Maint	$ 71.10	3109457
05/18/2026	889804	Public Utilities	Parks Maint	$ 10.05	3109458
05/18/2026	889804	Public Utilities	Parks Maint	$ 17.10	3113693
05/18/2026	889804	Public Utilities	Parks Maint	$ 90.15	3113702
05/18/2026	889804	Public Utilities	Parks Maint	$ 799.68	3114277
05/18/2026	889804	Public Utilities	Street/Traffic	$ 12.05	3064068
05/18/2026	889804	Public Utilities	Street/Traffic	$ 12.05	3064069
05/18/2026	889804	Public Utilities	Street/Traffic	$ 19.10	3064449
05/18/2026	889804	Public Utilities	Street/Traffic	$ 7.05	3073579
05/18/2026	889804	Public Utilities	Street/Traffic	$ 19.10	3073598
05/18/2026	889804	Public Utilities	Street/Traffic	$ 17.20	3075421
05/18/2026	889804	Public Utilities	Street/Traffic	$ 9.95	3075422
05/18/2026	889804	Public Utilities	Street/Traffic	$ 153.05	3075775
05/18/2026	889804	Public Utilities	Street/Traffic	$ 12.05	3079016
05/18/2026	889804	Public Utilities	Street/Traffic	$ 61.40	3079239
05/18/2026	889804	Public Utilities	Street/Traffic	$ 59.50	3083177

Check Date	Check #	Name	Fund Name	Amount	Item Desc
05/18/2026	889804	Public Utilities	Street/Traffic	$ 131.90	3085204
05/18/2026	889804	Public Utilities	Street/Traffic	$ 12.05	3087053
05/18/2026	889804	Public Utilities	Street/Traffic	$ 9.95	3087054
05/18/2026	889804	Public Utilities	Street/Traffic	$ 19.10	3090825
05/18/2026	889804	Public Utilities	Street/Traffic	$ 19.10	3090876
05/18/2026	889804	Public Utilities	Street/Traffic	$ 17.20	3094347
05/18/2026	889804	Public Utilities	Street/Traffic	$ 12.05	3098792
05/18/2026	889804	Public Utilities	Street/Traffic	$ 12.05	3102621
05/18/2026	889804	Public Utilities	Street/Traffic	$ 12.05	3110133
05/18/2026	889804	Public Utilities	Street/Traffic	$ 9.95	3110134
05/18/2026	889804	Public Utilities	Transit	$ 17.20	3057820
05/18/2026	889804	Public Utilities	Transit	$ 49.00	3064066
05/18/2026	889804	Public Utilities	Transit	$ 91.18	3064066
05/18/2026	ACH	RDO Equipment	Solid Waste	$ 3,502.33	CLAMPS, HAZARRDOUS MATERIAL AND SRV ACC
05/18/2026	ACH	RDO Equipment	Solid Waste	$ 3,119.50	REPAIR HYDRAULIC AND COOLANT LEAK. REPAIR CYLINDER
05/18/2026	ACH	RDO Equipment	Solid Waste	$ 835.00	WIRE AND POLY WAFER CONV
05/18/2026	ACH	RDO Equipment	Street/Traffic	$ 302.87	PARTS
05/18/2026	889808	Riverstone Health	Public Safety	$ 15,368.16	FY 26 RiverStone Health two Registered Nurses
05/18/2026	889810	Rocky Mountain Health Network	City Ins Fund	$ 7,739.00	April 2026 Bio + Movement Event.
05/18/2026	889811	Rood & Associates	Airport	$ 1,006.00	Independent Fee Estimate Ticketing & Baggage Remodel
05/18/2026	889811	Rood & Associates	Airport	$ 149.70	Independent Fee Estimate Ticketing & Baggage Remodel
05/18/2026	889811	Rood & Associates	Airport	$ 2,844.30	Independent Fee Estimate Ticketing & Baggage Remodel
05/18/2026	889815	Rubicon Systems America	Water	$ 162,156.00	headgates for BBWA under FEMA HMGP Grant
05/18/2026	889819	Solid Waste Systems	Wastewater	$ -	FY26 TRPREP Sewer Inspection Camera
05/18/2026	889819	Solid Waste Systems	Wastewater	$ 139,552.00	FY26 TRPREP Sewer Inspection Camera
05/18/2026	889819	Solid Waste Systems	Wastewater	$ -	FY26 TRPREP Sewer Inspection Camera
05/18/2026	889819	Solid Waste Systems	Wastewater	$ 5,000.00	FY26 TRPREP Sewer Inspection Camera. Shipping
05/18/2026	889819	Solid Waste Systems	Wastewater	$ 209,049.00	FY26 TRPREP Sewer Inspection Truck
05/18/2026	889819	Solid Waste Systems	Wastewater	$ -	FY26 TRPREP Sewer Inspection Truck
05/18/2026	889819	Solid Waste Systems	Wastewater	$ -	FY26 TRPREP Sewer Inspection Truck
05/18/2026	889825	Stewart Title Company	CDBG	$ 10,000.00	First Time Home Buyer -202 Avenue E -
05/18/2026	889827	Sundown Security	Airport	$ 4,896.00	Screening Services as Federally Required by TSA. Apr 26
05/18/2026	ACH	Teamsters Union Local 190	Payroll Clearing	$ 9,771.00	Payroll Summary

Check Date	Check #	Name	Fund Name	Amount	Item Desc
05/18/2026	889830	Tetra Tech	Solid Waste	$ 8,920.20	surface emission/groundwater monitoring & reporting
05/18/2026	889831	The Bridge Group	General	$ 13,000.00	Leadership workshop, Council workshop, draft MVV
05/18/2026	889832	The Madison Agency	Airport	$ 7,174.00	Marketing & Creative for Advertising & Marketing Prgrm
05/18/2026	889832	The Madison Agency	Planning	$ 2,470.00	Professional Services through April 30, 2026
05/18/2026	ACH	Town & Country Supply	Fleet	$ 6,285.44	453401
05/18/2026	ACH	Town & Country Supply	Fleet	$ 9,044.90	453401
05/18/2026	ACH	Town & Country Supply	Fleet	$ 8,281.79	453401
05/18/2026	ACH	Town & Country Supply	Fleet	$ 18,916.21	453401
05/18/2026	ACH	Town & Country Supply	Public Safety	$ 1,222.94	Diesel for station 7
05/18/2026	ACH	Town & Country Supply	Water	$ 13,599.00	DIESEL FUEL
05/18/2026	ACH	Town & Country Supply	Water	$ 20,171.50	UNLEADED FUEL
05/18/2026	ACH	Tractor & Equipment	Solid Waste	$ 18.20	CONSUMABLES AND ENVIRONMENTAL FEES
05/18/2026	ACH	Tractor & Equipment	Solid Waste	$ 3,584.81	CORE, GASKET. SENSOR, CONSUMABLES AND ENVIRO FEE
05/18/2026	ACH	Tractor & Equipment	Solid Waste	$ 270.72	ELEMENT
05/18/2026	ACH	Tractor & Equipment	Solid Waste	$ 18.20	ELEMENTS, CONSUMABLES AND ENVIRONMENTAL FEES
05/18/2026	ACH	Tractor & Equipment	Solid Waste	$ 1,559.28	FILTER CARTRIDGE
05/18/2026	ACH	Tractor & Equipment	Solid Waste	$ 1,160.40	FILTER ELEMENT
05/18/2026	ACH	Tractor & Equipment	Solid Waste	$ 302.89	FILTER ELEMENT
05/18/2026	ACH	Tractor & Equipment	Solid Waste	$ 120.93	FUEL CAP
05/18/2026	ACH	Tractor & Equipment	Solid Waste	$ 182.57	HOSE, CONSUMABLES AND ENVIRONMENTAL FEES
05/18/2026	ACH	Tractor & Equipment	Solid Waste	$ 232.43	HOSE, CONSUMABLES AND ENVIRONMENTAL FEES
05/18/2026	ACH	Tractor & Equipment	Solid Waste	$ 7,341.18	IDLER, CAP, CONSUMABLES AND ENVIRONMENTAL FEES
05/18/2026	ACH	Tractor & Equipment	Solid Waste	$ 1,163.68	PERFORM 1000 HR SERVICE
05/18/2026	ACH	Tractor & Equipment	Solid Waste	$ 260.00	REMOVE AND INSTALL GREASE LINES
05/18/2026	ACH	Tractor & Equipment	Solid Waste	$ 780.00	REPAIR AIR LINE LEAK
05/18/2026	ACH	Tractor & Equipment	Solid Waste	$ 2,080.00	REPAIR IDLER
05/18/2026	ACH	Tractor & Equipment	Solid Waste	$ 7,844.26	SEAL, FILTER KIT, CONSUMABLES AND ENVIRO FEE
05/18/2026	ACH	Tractor & Equipment	Solid Waste	$ 1,235.00	TROUBLE SHOOT HYDRAULIC SYSTEM LEAK
05/18/2026	ACH	Tractor & Equipment	Solid Waste	$ 4,225.00	TROUBLESHOOT CLEAN EMISSIONS MODULE
05/18/2026	ACH	Tractor & Equipment	Solid Waste	$ 5,982.50	TROUBLESHOOT FAULT CODE
05/18/2026	ACH	Tractor & Equipment	Street/Traffic	$ 2,607.34	REPAIR
05/18/2026	ACH	Tractor & Equipment	Wastewater	$ 105.53	shoring parks trench boxes
05/18/2026	ACH	Tractor & Equipment	Water	$ 105.53	shoring parks trench boxes

Check Date	Check #	Name	Fund Name	Amount	Item Desc
05/18/2026	889839	Utilities Underground Location Ctr	Storm Sewer	$ 1,339.45	Excavation Notifications April 2026 = 3
05/18/2026	889839	Utilities Underground Location Ctr	Street/Traffic	$ 1,339.45	Excavation Notifications April 2026 = 3
05/18/2026	889839	Utilities Underground Location Ctr	Street/Traffic	$ 1,339.45	Excavation Notifications April 2026 = 3
05/18/2026	889839	Utilities Underground Location Ctr	Wastewater	$ 669.72	Excavation Notifications April 2026 = 3
05/18/2026	889839	Utilities Underground Location Ctr	Water	$ 669.73	Excavation Notifications April 2026 = 3
05/18/2026	ACH	Wastequip Manufacturing	Solid Waste	$ 29,081.00	Commercial Solid Waste Containers
05/18/2026	889844	Wyoming Equipment Solutions	Solid Waste	$ 974.00	BEARINGS AND METAL
05/18/2026	889844	Wyoming Equipment Solutions	Solid Waste	$ 14,158.00	FILTERS, BELT, MISC. PARTS
05/18/2026	889844	Wyoming Equipment Solutions	Solid Waste	$ 6,517.50	INSTALL NEW CYLINDER
05/18/2026	889844	Wyoming Equipment Solutions	Solid Waste	$ 4,455.00	MACHINE
05/18/2026	889844	Wyoming Equipment Solutions	Solid Waste	$ 6,270.00	REPAIR BROKEN MACHINE
05/18/2026	889844	Wyoming Equipment Solutions	Solid Waste	$ 7,920.00	REPLACE BELT AND PERFORM P.M.
05/18/2026	889844	Wyoming Equipment Solutions	Solid Waste	$ 882.00	SENSOR AND SEAL KIT
05/18/2026	889844	Wyoming Equipment Solutions	Solid Waste	$ 3,210.00	TRAIN PERSONNEL TO PERFORM P.M. ON MACHINE

City Council Regular Business Meeting
Meeting Date: 06/08/2026
TITLE: 2026 Budget Amendments - June 2026
PRESENTED BY: Sarah Lane
Department: Finance
Presentation: Yes
Legal Review: No
Project Number: N/A

RECOMMENDATION

Staff recommends City Council hold a public hearing and adopt the FY2026 budget amendments.

EXECUTIVE SUMMARY

This budget amendment request proposes supplemental funding across multiple funds to address unexpected expenditures, debt obligations, and project finalizations through June. Specifically, it allocates $170,000 to the Property and Liability Insurance fund to cover elevated MMIA claim payouts, and $1,294,000 to the Airport fund for remaining 2020A Line of Credit debt payments following the Billings Logan Airport remodel. Additionally, $16,340 from General Fund Code Enforcement surplus property sales will be remitted to the County to close out the Escheats program, while $90,677 was transferred from the Former Federal Building Fund to the City Hall Debt Fund following a final historical tax credit lease program reconciliation of funds received. Finally, cost overruns for the Dehler Park Netting project will be addressed by drawing $30,000 from Ballpark Donations and $37,000 from the Ball Park Repair Fund's respective reserves with the expectation that the Mustangs will help cover some of the cost overrun on the project.

BACKGROUND (Consistency with Adopted Plans and Policies, if applicable)

The following items are requested budget amendments for the 2nd quarter of Fiscal Year 2026. On 5/20/2026, the City Council Budget and Finance committee met and were presented with the following budget amendments.

- **Property and Liability Insurance Claims ($170,000):** A budget amendment is necessary to increase property insurance funding in response to elevated claim payouts made by MMIA, with each claim subject to a $50,000 per-occurrence deductible. As these are based on occurrences, the previous estimate for the initial budget amendment was lower than the actual payout. This will be funded proportionately from funds responsible for the claims as an additional charge for service. This amount reflects an estimate through the end of June.
- **Airport 2020A Debt Payoff ($1,294,000):** A budget amendment is requested to payoff the remaining portion of the debt payment for the 2020A Airport Line of Credit. ARPA grants ultimately funded the majority of the Billings Logan Airport remodel, so this amendment will payoff the remaining debt obligations under the 2020A Line of Credit for the remodel. This payoff is covered by the amount in Cash Reserves required to be set aside when opening the Line of Credit.
- **Code Enforcement - Closure of Escheats Program ($16,340):** A budget amendment is requested to finalize the Escheats program through Code Enforcement. Code Enforcement is holding surplus funds from a final property sale tied to a defunct 2020/2021 state partnership program for heirless estates. This was a non-budgeted item, but we have the cash on hand and need to remit it to the County to close out the project.
- **Former Federal Building Transfer ($90,677):** A budget amendment is requested to facilitate debt payments and agreed-upon expenses within the Historical Tax Credit Lease structure. This action involves transferring funds from a Historical Tax Credit entity to the designated debt payment fund. While a budget amendment was previously approved in February 2026, this supplemental request covers additional amounts transferred from the Former Federal Building to the City Hall Debt Fund following a final reconciliation of HTC lease structure payments.
- **Ballpark Donations ($30,000) and Ballpark Repair Fund ($37,000):** A budget amendment is requested to cover cost overruns for the Dehler Park Netting project. This supplemental funding request exceeds the original budget appropriation; however, both contributing funds maintain sufficient reserve balances to fully cover the additional expenses. Dehler Park is also expected to donate additional resources to help cover the project.

FISCAL EFFECTS

The impacts of these expenses will vary by fund. However, there is sufficient revenue and cash on hand to cover these expenses in all funds except for the Property and Liability Insurance Fund. The Property and Liability Insurance Fund will cover the shortage by charging proportionately to departments with the claims in FY26.

Fund	Budget Amount
Property and Liability Insurance	170,000
Airport	1,294,000
General Fund	16,340
Former Federal Building Fund	90,677
Ballpark Donations	30,000
Ball Park Repair Fund	37,000

STAKEHOLDERS

ALTERNATIVES

City Council may:
Approve; or,
Not Approve. If not approved, some funds may be over budget in FY26, and the City would not be compliant with State law (Title 7, Chapter 6, Part 40)

Attachments

FY26 Budget Amendment Resolution

RESOLUTION 25-

A RESOLUTION ADOPTING **FISCAL YEAR 2026** ADJUSTMENTS TO APPROPRIATIONS PURSUANT TO M.C.A. 7-6-4006 AS AMENDED, AND PROVIDING TRANSFERS AND REVISIONS WITHIN THE GENERAL CLASS OF SALARIES AND WAGES, MAINTENANCE AND SUPPORT AND CAPITAL OUTLAY.

WHEREAS, M.C.A. 7-6-4006 provides that the City Council, upon proper resolution, adopted by said Council at a regular meeting and entered into its Minutes, may transfer or revise appropriations within the general class of salaries and wages, maintenance and support, and capital outlay, and

WHEREAS, based upon a Budget Review **(FY 2026**), it is necessary to alter and change said appropriations.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BILLINGS, MONTANA:

That the attached transfers or revisions are hereby adopted.

(SEE EXHIBIT A)

PASSED AND APPROVED by the City Council, this 8th day of June 2026

THE CITY OF BILLINGS:

BY:_____
Mike Nelson, MAYOR

ATTEST:

BY:_____
Denise R. Bohlman, CITY CLERK

EXHIBIT A

Expenditure

Fund 6300 Property and Liability Insurance

A budget amendment is necessary to increase property insurance funding in response to elevated claim payouts made by MMIA, with each claim subject to a $50,000 per-occurrence deductible. As these are based on occurrences, the previous estimate for the initial budget amendment was lower than the actual payout. This will be funded proportionately from funds responsible for the claims as an additional charge for service. This amount reflects an estimate through the end of June.

Property and Liability Insurance	**170,000**	**Operations and Maintenance**

Fund 5600 Airport

A budget amendment is requested to address the debt payment for the 2020A Airport Line of Credit. While ARPA grants ultimately funded the majority of the Billings Logan Airport remodel, this amendment is necessary to cover the remaining debt obligations. This will be covered by the Cash Reserves required to be set aside when opening the Line of Credit .

Airport	**1,294,000**	**Principle and Interest**

Fund 0100 General Fund - Code Enforcement

A budget amendment is requested to finalize the Escheats program through Code Enforcement. Code Enforcement is holding surplus funds from a final property sale tied to a defunct 2020/2021 state partnership program for heirless estates. This was a non-budgeted item, but we have the cash on hand and need to remit it to the County to close out the project.

General Fund	**16,340**	**Operations and Maintenance**

7980 Former Federal Building Fund

A budget amendment is requested to facilitate debt payments and agreed-upon expenses within the Historical Tax Credit Lease structure. This action involves transferring funds from a Historical Tax Credit entity to the designated debt payment fund. While a budget amendment was previously approved in February 2026, this supplemental request covers additional amounts transferred from the Former Federal Building to the City Hall Debt Fund following a final reconciliation of HTC lease structure payments.

Former Federal Building Fund	**90,677**	**Transfer**

Fund 7680 Ballpark Donations and Fund 7670 Ballpark Repair Fund

A budget amendment is requested to cover cost overruns for the Dehler Park Netting project. This supplemental funding request exceeds the original budget appropriation; however, both contributing funds maintain sufficient reserve balances to fully cover the additional expenses. Dehler Park is also expected to donate additional resources to help cover the project.

Ballpark Donations	**30,000**	**Capital**
Ball Park Repair Fund	**37,000**	**Capital**

City Council Regular Business Meeting
Meeting Date: 06/08/2026
TITLE: SID 1430, Annafeld Subdivision, 6th and 7th Filing Streetlights and Park Improvements Public Hearing and Resolution Creating District
PRESENTED BY: Mac Fogelsong, City Engineer
Department: Public Works
Presentation: Yes
Legal Review: Yes
Project Number: N/A

RECOMMENDATION
Staff recommends that Council conduct a public hearing and approve the resolution creating SID 1430 Annafeld Subdivision 6th and 7th Filing and Annafeld North1st Filing Streetlights and Park Improvements.

EXECUTIVE SUMMARY
McCall Development Inc. is requesting the creation of SID 1430 to fund streetlight and park improvements within Annafeld Subdivision 6th and 7th Filing and Annafeld North Subdivision 1st Filing, located south of Elysian Road near Elysian School. The estimated cost of the improvements is $1,510,000 and will be financed through SID bonds and assessed to properties within the district boundary, with the developer responsible for any costs exceeding the estimate.

McCall Development has previously constructed $3,333,680.57 in streets and underground utility improvements within the subdivisions, satisfying approximately 68.8% of the City's Raw Land District Requirements. Staff recommends that City Council conduct a public hearing and approve the resolution creating SID 1430 Annafeld Subdivision 6th and 7th Filing and Annafeld North 1st Filing Streetlights and Park Improvements.

BACKGROUND (Consistency with Adopted Plans and Policies, if applicable)
McCall Development Inc., the developer of Annafeld Subdivision 6th and 7th Filing and Annafeld North Subdivision 1st Filing, desires to construct public improvements within the subdivisions, including streetlights and park improvements. These improvements are proposed to be completed through a special improvement district, as authorized under the Subdivision Improvements Agreement for the subdivisions. The subdivisions are located south of Elysian Road near Elysian School, and streetlights will be installed along all street frontages. The streetlights will be maintained by the Homeowners Association until the full Annafeld development is completed, at which time a Special Improvement Light Maintenance District (SILMD) will be established for ongoing maintenance.

McCall Development previously constructed streets and underground utilities, including water, sewer, and storm drain infrastructure, within Annafeld Subdivision 6th and 7th Filing and Annafeld North 1st Filing, totaling $3,333,680.57 in improvements. These improvements are credited toward satisfying the City's Raw Land District Requirements (Resolution No. 05-18234) and represent approximately 68.8% of the total project costs, including streets, utilities, and streetlight improvements.

The public hearing was advertised in the Yellowstone County News on May 15 and May 22, 2026.

FISCAL EFFECTS
The total estimated costs of the improvements are $1,510,000.00, which will be paid for from the sale of SID bonds and assessed to the properties within the SID boundary. If the costs are greater than the estimated amount, the developer will pay the additional cost.

STAKEHOLDERS

ALTERNATIVES
The Council may:

- Conduct a public hearing and approve the resolution creating SID 1430; or,
- After holding a public hearing, not approve the resolution creating SID 1430. If not approved, the developer will have to install streetlights and park improvements at their cost.

Attachments

SID 1430 Resolution Creating the District
CM_SID1430_Exhibit_A.pdf
11372_Raw_Land_Resolution.pdf
SID 1430 City Council Presentation

CERTIFICATE AS TO RESOLUTION AND ADOPTING VOTE

I, the undersigned, being the duly qualified and acting recording officer of the City of Billings, Montana (the "City"), hereby certify that the attached resolution is a true copy of Resolution No. 26-_____, entitled: "RESOLUTION RELATING TO SPECIAL IMPROVEMENT DISTRICT NO. **1430**; CREATING THE DISTRICT FOR THE PURPOSE OF UNDERTAKING CERTAIN LOCAL IMPROVEMENTS AND FINANCING THE COSTS THEREOF AND INCIDENTAL THERETO THROUGH THE ISSUANCE OF SPECIAL IMPROVEMENT DISTRICT BONDS SECURED BY THE CITY'S SPECIAL IMPROVEMENT DISTRICT REVOLVING FUND" (the "Resolution"), on file in the original records of the City in my legal custody; that the Resolution was duly adopted by the City Council of the City at a meeting on **May 11, 2026**, and that the meeting was duly held by the City Council and was attended throughout by a quorum, pursuant to call and notice of such meeting given as required by law; and that the Resolution has not as of the date hereof been amended or repealed.

I further certify that, upon vote being taken on the Resolution at said meeting, the following Councilmembers voted in favor thereof: _____
_____
_____
_____; voted against the same: _____
_____; abstained from voting thereon: _____
_____; or were absent: _____
_____
_____.

WITNESS my hand officially this _ day of _____.

_____
Denise Bohlman CITY CLERK

RESOLUTION NO. 26-_____

RESOLUTION RELATING TO SPECIAL IMPROVEMENT DISTRICT NO. **1430**; CREATING THE DISTRICT FOR THE PURPOSE OF UNDERTAKING CERTAIN LOCAL IMPROVEMENTS AND FINANCING THE COSTS THEREOF AND INCIDENTAL THERETO THROUGH THE ISSUANCE OF SPECIAL IMPROVEMENT DISTRICT BONDS SECURED BY THE CITY'S SPECIAL IMPROVEMENT DISTRICT REVOLVING FUND.

BE IT RESOLVED by the City Council of the City of Billings (the "City"), Montana, as follows:

Section 1. Passage of Resolution of Intention. This Council, on **May 11, 2026,** adopted Resolution No. **26-11333** (the "Resolution of Intention"), pursuant to which this Council declared its intention to create a special improvement district, designated as Special Improvement District No. **1430** of the City, under Montana Code Annotated, Title 7, Chapter 12, Parts 41 and 42, as amended, for the purpose of financing the costs of certain local improvements described generally therein (the "Improvements") and paying costs incidental thereto, including costs associated with the sale and the security of special improvement district bonds drawn on the District (the "Bonds"), the creating and administration of the District, the funding of a deposit to the City's Special Improvement District Revolving Fund (the "Revolving Fund").

Section 2. Notice and Public Hearing. Notice of passage of the Resolution of Intention was duly published and mailed in all respects in accordance with the law, and on **June 8, 2026**, this Council conducted a public hearing on the creation or extension of the District and the making of the Improvements. The meeting of this Council at which this resolution was adopted is the first regular meeting of the Council following the expiration of the period ended 15 days after the first date of publication of the notice of passage of the Resolution of Intention (the "Protest Period").

Section 3. Protests. Within the Protest Period, zero protests were filed with the City Clerk and not withdrawn by the owners of property in the District subject to assessment for 0% of the total costs of the Improvements. **The protest represents 0% of the assessed cost.**

Section 4. Creation of the District; Insufficiency of Protests. The District is hereby created on the terms and conditions set forth in, and otherwise in accordance with, the Resolution of Intention. The protests against the creation or extension of the District or the making of the Improvements filed during the Protest Period, if any, are

hereby found to be insufficient. The findings and determinations made in the Resolution of Intention are hereby ratified and confirmed.

PASSED AND ADOPTED by the City Council of the City of Billings, Montana, this **8th Day of June, 2026.**

THE CITY OF BILLINGS:

BY _____
Mike Nelson MAYOR

ATTEST:

BY_____
Denise Bohlman CITY CLERK

EXHIBIT A

SID 1430 EXHIBIT

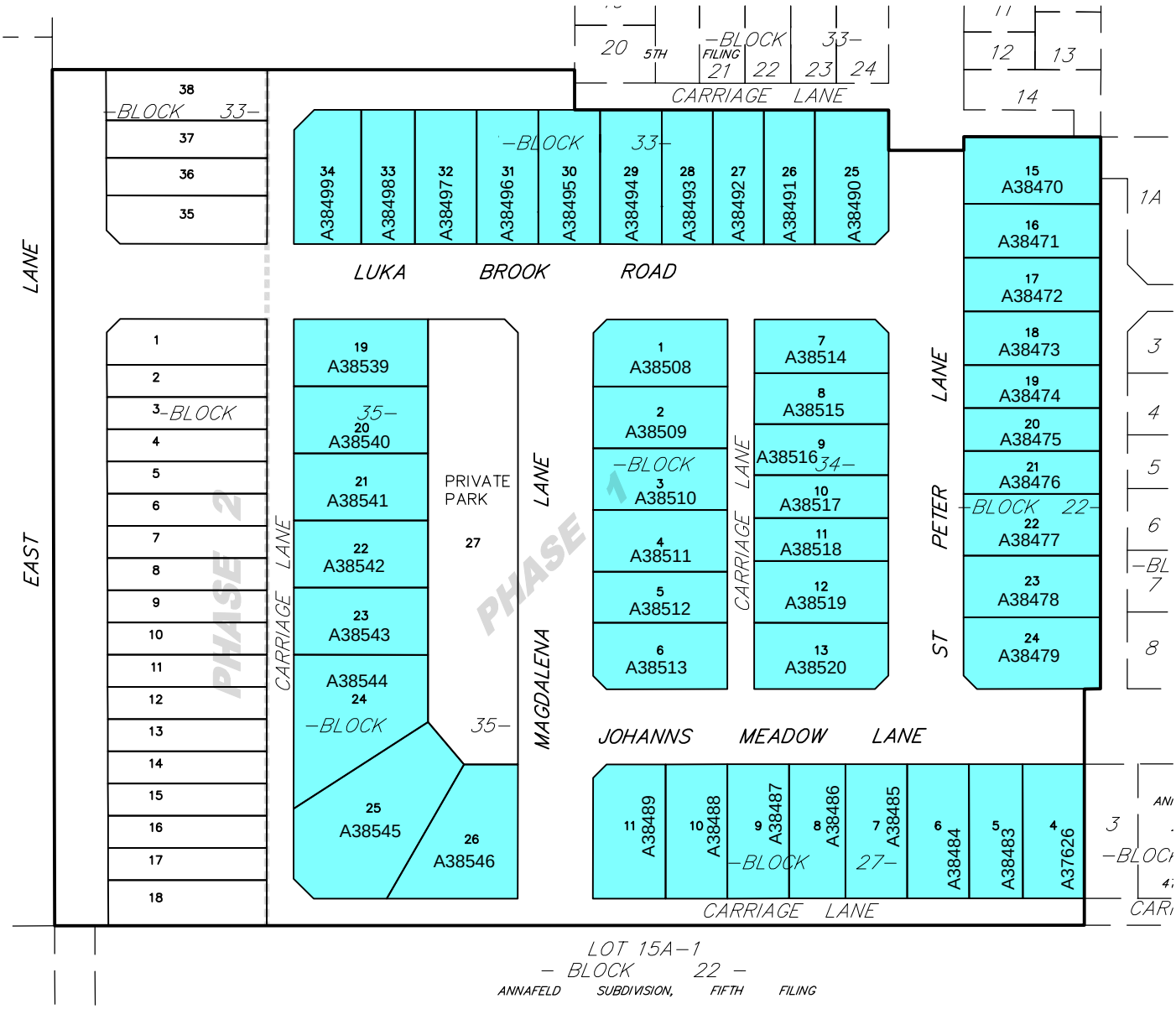
ANNAFELD SUBDIVISION, SIXTH FILING, PHASE I

PREPARED FOR : CITY OF BILLINGS

DECEMBER, 2025

PREPARED BY :

BILLINGS, MONTANA



NORTH

60 0 60 120

SCALE: 1" = 120'

16001_163_ANNAFLED_6TH_SID1430_EXHIBIT.DWG 16001.163 12/11/2025

EXHIBIT A

SID 1430 EXHIBIT

ANNAFELD SUBDIVISION, SEVENTH FILING

PREPARED FOR : CITY OF BILLINGS

DECEMBER, 2025

PREPARED BY : sanbell

BILLINGS, MONTANA



LOT	BLOCK	TAX CODE
17	18	A38072
18	18	A38073
19	18	A38074
20	18	A38075
21	18	A38076
22	18	A38077
23	18	A38078
24	18	A38079
26	18	A38081
27	18	A38082
28	18	A38083
29	18	A38084
30	18	A38085
31	18	A38086
32	18	A38087
33	18	A38088
35	18	A38090
36	18	A38091
37	18	A38092
38	18	A38093
39	18	A38094
40	18	A38095
41	18	A38096
42	18	A38097
43	18	A38098
44	18	A38099
45	18	A38100
13	19	A38101
14	19	A38102
15	19	A38103
16	19	A38104
17	19	A38429
18	19	A38430
19	19	A38431

LOT	BLOCK	TAX CODE
20	19	A38432
22	19	A38434
23	19	A38435
24	19	A38436
25	19	A38437
26	19	A38438
27	19	A38439
28	19	A38440
29	19	A38441
30	19	A38442
31	19	A38443
32	19	A38444
33	19	A38445
1	30	A38147
2	30	A38148
3	30	A38149
4	30	A38150
5	30	A38151
6	30	A38446
7	30	A38447
8	30	A38448
10	30	A38450
11	30	A38451
12	30	A38452
13	30	A38453
14	30	A38454
15	30	A38455
16	30	A38456
17	30	A38457
18	30	A38458
19	30	A38459
20	30	A38460
21	30	A38461
1	31	A38152
2	31	A38153
3	31	A38154
4	31	A38155
5	31	A38156
6	31	A38157
7	31	A38158
8	31	A38159
9	31	A38160
10	31	A38161
11	31	A38162
12	31	A38463
13	31	A38464
14	31	A38465
15	31	A38466
16	31	A38467
17	31	A38468

60 0 60 120

SCALE: 1" = 120'

NORTH

16001_163_ANNAFLED_7TH_SID1430_EXHIBIT.DWG 16001.163 12/11/2025

EXHIBIT A

SID 1430 EXHIBIT

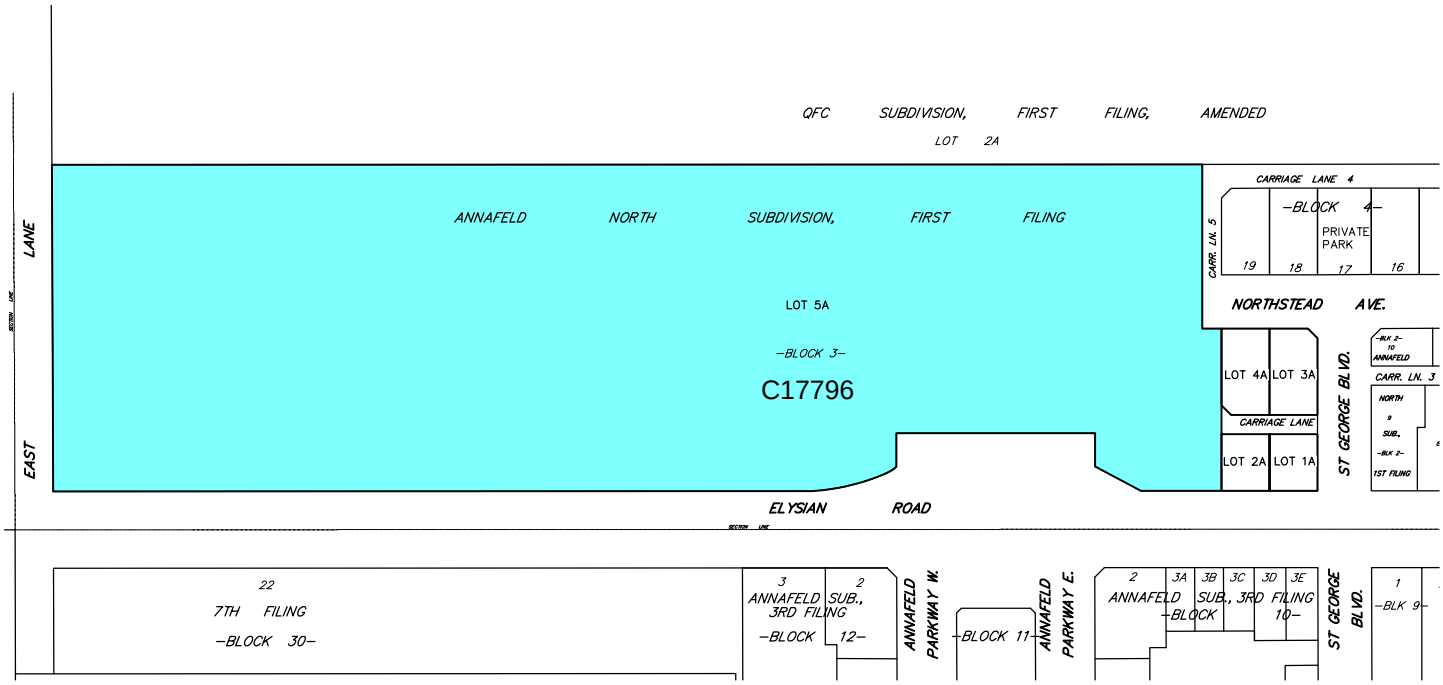
ANNAFELD NORTH SUBDIVISION, FIRST FILING

PREPARED FOR : CITY OF BILLINGS

DECEMBER, 2025

PREPARED BY : sanbell

BILLINGS, MONTANA



NORTH

100 0 100 200

SCALE: 1" = 200'

16001_163_ANNAFELD_NORTH_SID_1430_EXHIBIT.DWG 16001.163 12/11/2025

RESOLUTION NO. 05-18234

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BILLINGS RELATING TO SPECIAL IMPROVEMENT DISTRICTS; AMENDING RESOLUTION 87-15592

BE IT RESOLVED BY THE CITY COUNCIL (THE COUNCIL) OF THE CITY OF BILLINGS (THE CITY):

SECTION 1. Recitals.

1.01. Objectives of Policy.

It is the intent of the City of Billings, Montana, to establish a policy regarding the creation of special improvement districts within the City and the issuance of special improvement district bonds therefore so as to provide for the orderly and economical construction and financing of necessary public improvements within the City and to minimize the risks to the taxpayers in the City as a result of unpaid or delinquent assessments.

1.02. Findings. The Council hereby finds that:

(a) The use of special improvement districts is an important and necessary method of constructing Improvements in the City of Billings in existing developed neighborhoods and business districts as well as in new residential and commercial subdivisions; and

(b) Special improvement districts have been extensively used by real estate developers to finance the costs of water, sewer, curbs and gutters, streets, roads and park improvements associated with the development of residential and commercial subdivisions within the City; and

(c) Such use of special improvement districts and the issuance of special improvement district bonds secured by the City's Revolving Fund have provided a significant economic benefit to the developers of such subdivisions; and

(d) The rate of delinquent special improvement assessments for special improvement districts on undeveloped land is significantly greater than that for special improvement districts on developed land; and

(e) The high incidence of the failure or inability of such developers to pay assessments levied against the property within such subdivisions while in their ownership has exposed the City's Revolving Fund and ultimately the City's general fund and taxpayers to risks that are not warranted under the circumstances; and

(f) In order to establish a policy that allows the use of special improvement districts, and of improvement district bonds by the developers of new residential and commercial subdivisions and at the same time provides protection for the City's Revolving Fund and its general taxpayers, it is necessary to establish a policy that distinguishes between and establishes different standards for special improvement districts created within existing developed neighborhoods and special improvement districts created for undeveloped residential and commercial subdivisions.

SECTION 2. Definitions.

All capitalized terms used herein shall have the meanings given to them in this section, unless otherwise indicated or if not defined herein, the meanings given to them in Title 7, Chapter 12, Parts 41 and 42.

Code shall mean the Internal Revenue Code of 1986, and any regulations and rulings promulgated thereby.

Costs of Improvements shall mean those incidental expenses described in Section 7-12-4169, M.C.A. and those costs described in Section 7-12-4104, M.C.A.

Costs of Issuance shall mean all items of expense directly or indirectly payable by or reimbursable to the City and related to the authorization, sale and issue of the Bonds, including the City's fees, bond discount fees,

costs of preparation and reproduction of documents, initial fees and charges of Trustee, if any, legal fees and charges, fees and charges for preparation, execution and safekeeping of the Bond.

Developed District shall mean a Special Improvement District in which 51% or more of the costs of the district will be assessed against lots, tracts or parcels which have occupied structures located thereon.

Developer shall mean an individual or a group of individuals, a corporation or a partnership requesting the creation of a special improvement district for an Undeveloped District.

Direct Service Facility Improvements shall mean those improvements that are designed to be part of an established system of city service or improvement facilities and which are necessary in order for the property within a proposed special improvement district to be directly served by the City service. Direct Service Facilities do not include off-site improvements or larteral collection or distribution facilities such as trunk sewer lines and trunk water mains.

Improvements shall mean public improvements authorized by Section 7-12-4102, M.C.A. to be constructed and financed through the creation of Special Improvement Districts.

On-Site Improvements shall mean those Improvements located within the boundaries of a Special Improvement District.

Off-Site Improvements shall mean those Improvements located outside the boundaries of a Special Improvement District, but of special benefit to the properties within the District.

Revolving Fund shall mean the fund established by the City pursuant to Section 7-12-4221 et seq.

Undeveloped District shall mean a Special Improvement District in which less than 51% of the costs of the district will be assessed against lots, tracts or parcels which have occupied structures located thereon.

Special Improvement Districts shall mean those districts established pursuant to Title 7, Chapter 12, Part 41 and 42, M.C.A. for the purpose of constructing and installing improvements for the special benefit of properties located within such districts.

Special Improvement District Bonds shall mean bonds issued by the City pursuant to Title 7, Chapter 12, Parts 41 and 42, M.C.A. for the purpose of financing Improvements within Special Improvement Districts and paying incidental costs, as defined in Section 7-12-4101, M.C.A. related to the creation of the districts and the issuance of the Bonds.

SECTION 3. Creation of Special Improvement Districts and Issuance of Bonds Secured by the Revolving Fund.

3.01. Creation of Special Improvement Districts and Issuance of Bonds Secured by the Revolving Fund. In accordance with the provisions of Title 7, Chapter 12, Parts 41 and 42, the City will create special improvement districts for financing Improvements upon a determination that the creation of the District and the installation of the Improvements is in the public interest. The City will issue special improvement district bonds for financing the costs of constructing and installing the Improvements and paying incidental costs relating thereto. The City will not pledge the Revolving Fund to such Bonds unless one of the following circumstances exist:

a) The district is a Developed District.

b) The District is being created and the Bonds are being issued for the purpose of financing required public improvements and the property in the District has previously been assessed the costs for a special improvement district which constructed direct service facilities to serve the property.

c) The District is undeveloped and the Developer posts security in accordance with 3.02(d) hereof.

d) The District is undeveloped and the Developer directly pays or otherwise finances 50 percent (50%) or more of the costs of the on-site improvements.

3.02. Standards Applicable to Undeveloped Districts.

a. Costs of Improvements. Any costs of the Improvements, including engineering, survey and legal work incurred prior to the issuance of the special improvement district bonds, including any City expenses, may be eligible for financing by the District as defined in M.C.A. 7-12-4169 (1) if the reimbursement is in compliance with United States Treasury Regulations, Section 1.150-2.

b. Amount of On-Site Improvements to be Financed. Special Improvement Districts will be created to finance the costs of no more than 50 percent of the On-Site Improvements proposed for an Undeveloped District except as otherwise provided in 3.01(b) and 3.02(d) herein. The determination of which of the On-Site Improvements to finance by Special Improvement District will be made by the City in consultation with the Developer, where appropriate. In making its determination the City will consider the nature of the Improvements and the ability to finance them on a tax-exempt basis.

c. Amount of Off-Site Improvements to be Financed. The total cost of Off-Site Improvements which are assessable against an Undeveloped District may be financed through a Special Improvement District only after a determination by the City Council that the proposed Off-Site Improvements are consistent with the City's public improvement goals and that installation of such improvements is necessary and timely. Notwithstanding the provisions of 3.02(a) the City may allow Costs of the Improvements for such Off-Site Improvements incurred prior to the creation of the District to be assessed against the District.

d. Posting Additional Security. Notwithstanding other provisions of this section, the City may in its discretion create Special Improvement Districts for Undeveloped Districts to finance more than 50% of the Costs of Improvements and issue bonds for financing such improvements secured by the Revolving Fund, if:

The Developer posts with the City at the time of the award of the sale of the bonds a letter of credit or some other form of credit acceptable to the City Finance Division as permitted by M.C.A. 7-12-4169 (4) in an amount sufficient to pay all principal and interest on the bonds for a period of five years (the Credit). The Credit will not be released until one of the following conditions is met: (i) 51% or more of the assessable area in the District becomes developed, or (ii) the District has a delinquency rate below 15 percent (15%) in each year for five consecutive years. The Credit provided for in this section which may be required to be posted by the Developer is in addition to other Credit that the Developer has posted for the development of the property

e. Delinquent Developers. It is the general policy of the City of Billings that any person, firm, partnership, organization or corporation requesting the creation of an undeveloped district shall, as a condition of approval of said district, be current in the payment of all existing City special improvement district assessments for

which said person, firm, corporation or partnership is responsible on all properties owned by said person, firm, corporation or partnership.

1) Exceptions to this policy may be made upon a specific determination by the City Council that it is in the public interest to make such an exception in view of the total circumstances involved in the proposed district.

2) The property owners who are requesting creation of the district and who are delinquent in payment of existing special improvement district assessments must request, in writing, an exception from this section. Any written request for an exception must contain, at a minimum, a description of the properties having delinquent assessments, a statement explaining why the delinquencies have occurred, an explanation of what measures are being taken to cure the delinquencies and an explanation as to why an exception should be granted to the general policy expressed in this section.

SECTION 4. Revolving Fund.

4.01. Deposit to the Revolving Fund. For Districts for which the City issues bonds secured by the Revolving Fund, the costs of the Improvement shall include a deposit to the Revolving Fund of 5% of the principal amount of the bonds to be issued. As allowed in Sec 7-12-4169 (3)(b) through (3)(e), the City may create a district reserve fund that is in excess to the minimum deposit of 5% to the Revolving Fund. This reserve fund will be accounted for separately from the revolving fund and will be designated for the district which it secures if, in the opinion of the Finance Division, such excess deposit is necessary to ensure payment of the bonds.

PASSED by the City Council and APPROVED this 24th day of January, 2005.

CITY OF BILLINGS

By Charles F. Tooley
Mayor

CITY OF BILLINGS SEAL YELLOWSTONE COUNTY, MONTANA

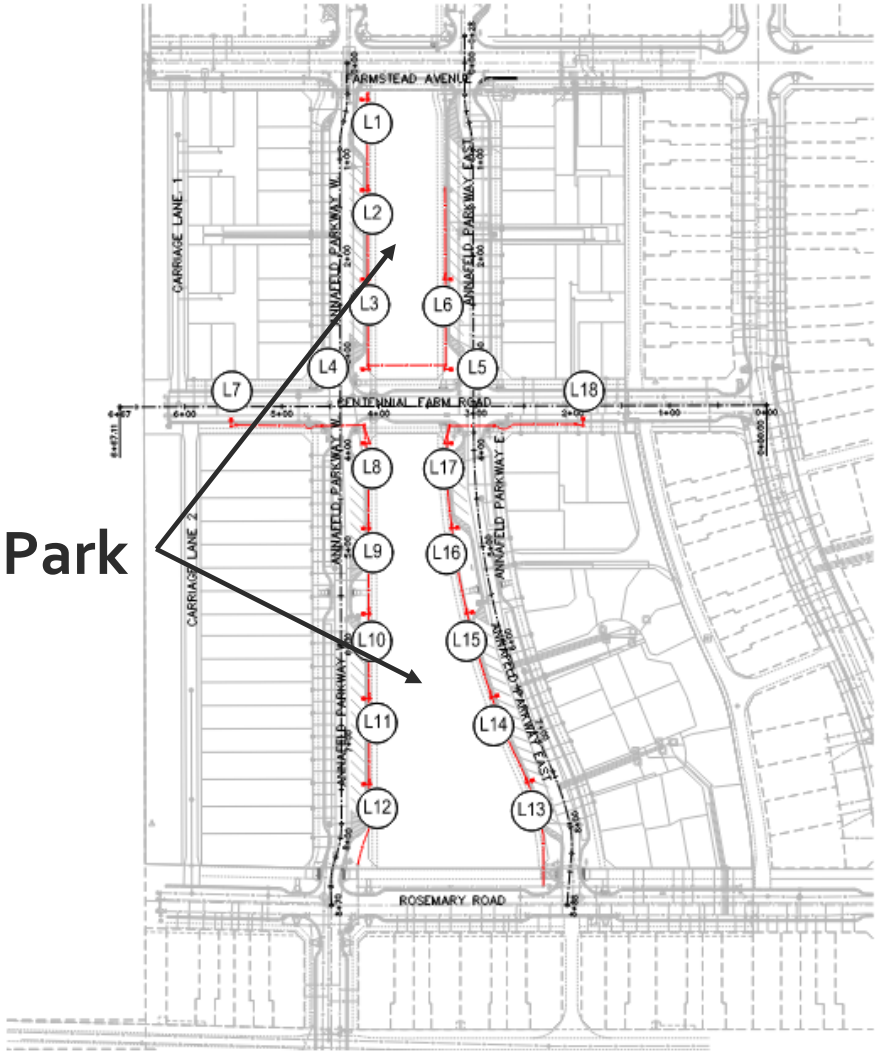
ATTEST:

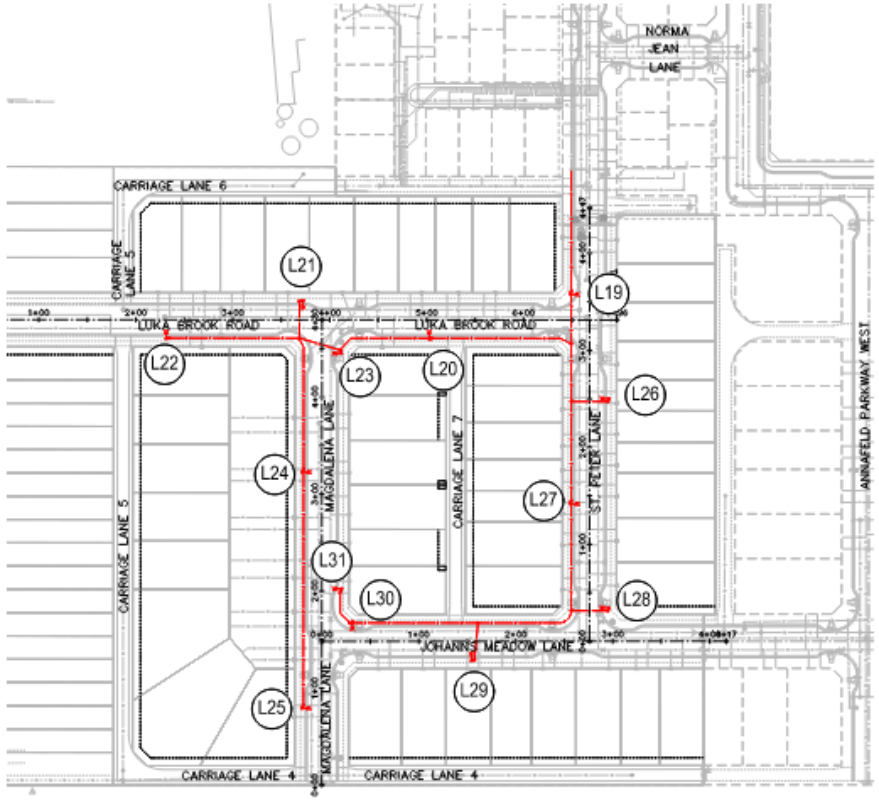
By Marita Herold
City Clerk



SID 1430
ANNAFELD SUBDIVISION 6TH & 7TH FILING AND ANNAFELD N. SUBDIVISION 1ST FILING, LOT 5 BLOCK 3 STREETLIGHT AND PARK IMPROVEMENTS

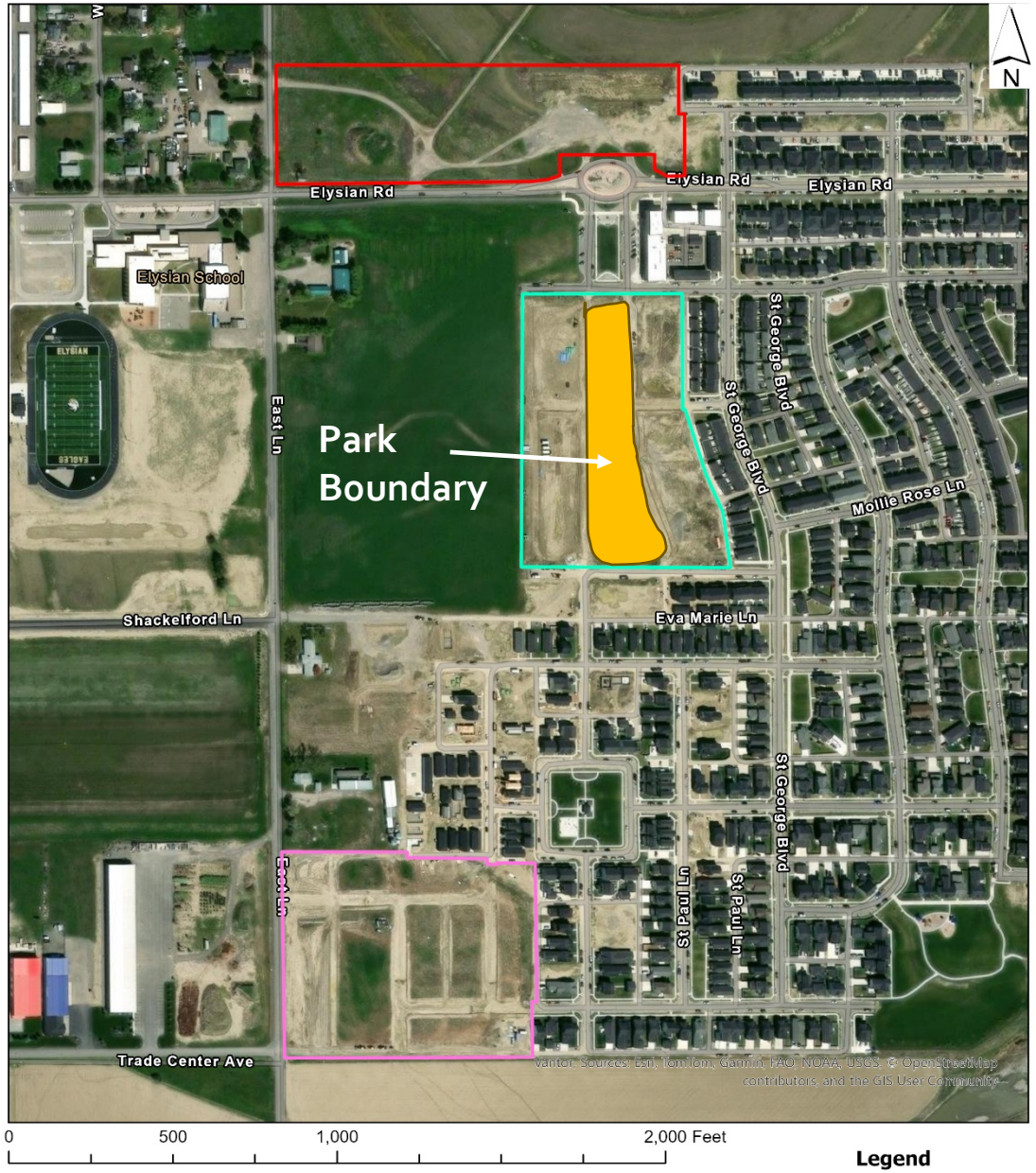
SID 1430 FILING IMPROVEMENTS





= Streetlight Wire

(##) = Streetlight



Billings PUBLIC WORKS

Annafeld 1430 SID

SID 1430 DETAILS

- Total Project Cost - $1,510,000.00
  - 171 Parcels in the District (all owned by McCall Development)
  - Improvements to be assessed
    - Streetlight and park improvements
    - 6th filing streetlights - $0.4961264/$ft^2$
    - 7th filing streetlights - $1.6386161/$ft^2$
    - 6th & 7th filing, and Annafeld N. Subdivision 1st filing, lot 5 block 3 park improvements - $1.7189802/$ft^2$
  - Lights installed by SID 1430 will improve roadway safety
  - Park improvements will improve public space

PROJECT SCHEDULE

- Resolution of Intent: May 11, 2026
- Resolution to Create: June 8, 2026 – this meeting
- Park improvements bid opening was April 21, 2026 – Bid Award will be on June 8th, 2026.
- Streetlight improvements bid opening will be June 30, 2026 – Bid Award will be on July 13th
- Construction completed: November 2026
- Assessments on taxes winter 2026



City Council Regular Business Meeting
Meeting Date: 06/08/2026
TITLE: Public Hearing and Resolution Setting Annual Street Maintenance District Assessments for FY27
PRESENTED BY: Jennifer Duray
Department: Public Works
Presentation: Yes
Legal Review: Yes
Project Number: N/A

RECOMMENDATION
Staff recommends that the City Council conduct a public hearing and approve the proposed resolution setting annual street maintenance district assessments for FY27.

EXECUTIVE SUMMARY
Street Maintenance District (SMD) assessments are established annually to fund essential roadway maintenance activities, including snow removal, street sweeping, pavement preservation, traffic signal maintenance, and gravel street maintenance. Current funding levels are insufficient to maintain existing service standards and support the approved 5-year Capital Improvement Plan.

Staff is proposing a 6.1% increase for SMD 2 and no increase for SMD 1 for FY27. If approved, the assessments are expected to generate approximately $19 million in revenue, and the average 9,691 square foot residential lot in SMD 2 would increase by $13.19 annually to $229.44. Staff recommends the City Council conduct a public hearing and approve the proposed FY27 SMD assessments.

BACKGROUND (Consistency with Adopted Plans and Policies, if applicable)
Street Maintenance District (SMD) assessments are established annually by resolution. Billings currently operates two SMDs:

- SMD 1: Primarily encompasses the downtown area.
- SMD 2: Encompasses the entire city; properties in SMD 1 are also included in SMD 2.

These districts fund essential road maintenance and repair activities, including dust control and grading of gravel streets, chip sealing and overlaying, sweeping, snow plowing and removal, maintenance of traffic signal systems and signs, and pavement markings. Current funding levels are insufficient to maintain the existing service standards and support the approved 5-year Capital Improvement Plan, which includes significant infrastructure projects such as street reconstructions and traffic signal installations. Staff is proposing an increase of 6.1% for SMD 2 and no increase for SMD 1 to maintain the current service level in FY27.

FISCAL EFFECTS
Street Maintenance District assessments generate approximately $19M of revenue. If the proposed Resolution is approved, an average 9,691 square foot residential lot in SMD2 will be assessed $229.44 annually, an increase of $13.19.

STAKEHOLDERS

ALTERNATIVES
City Council must hold a public hearing and then may:

- Approve the recommended resolution,
- Approve an amended resolution, or:
- Not approve the resolution. If Council does not approve a resolution, an amended resolution to establish street maintenance district assessments will need to be considered at a future City Council meeting to be in accordance with state statutes.

Attachments

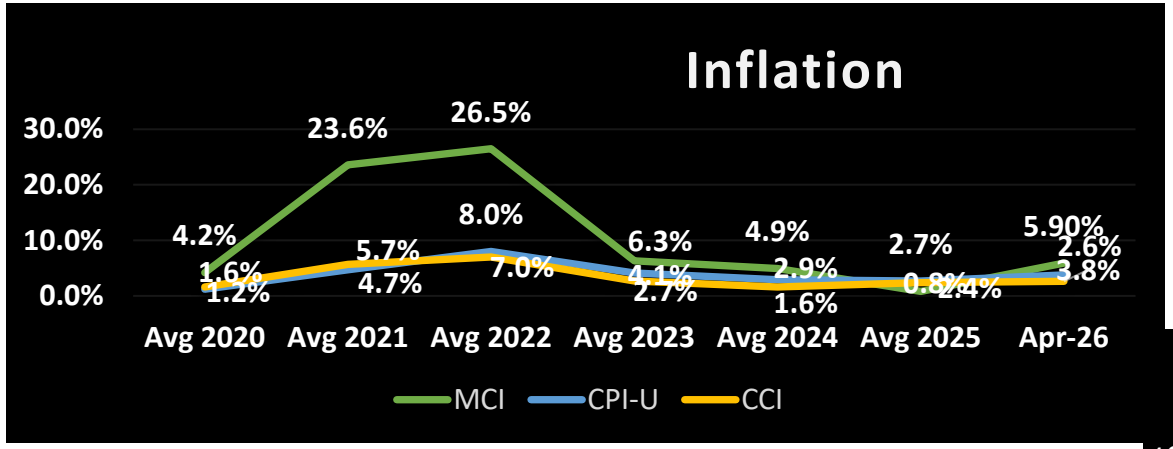
Presentation
FY27 SMD Resolution

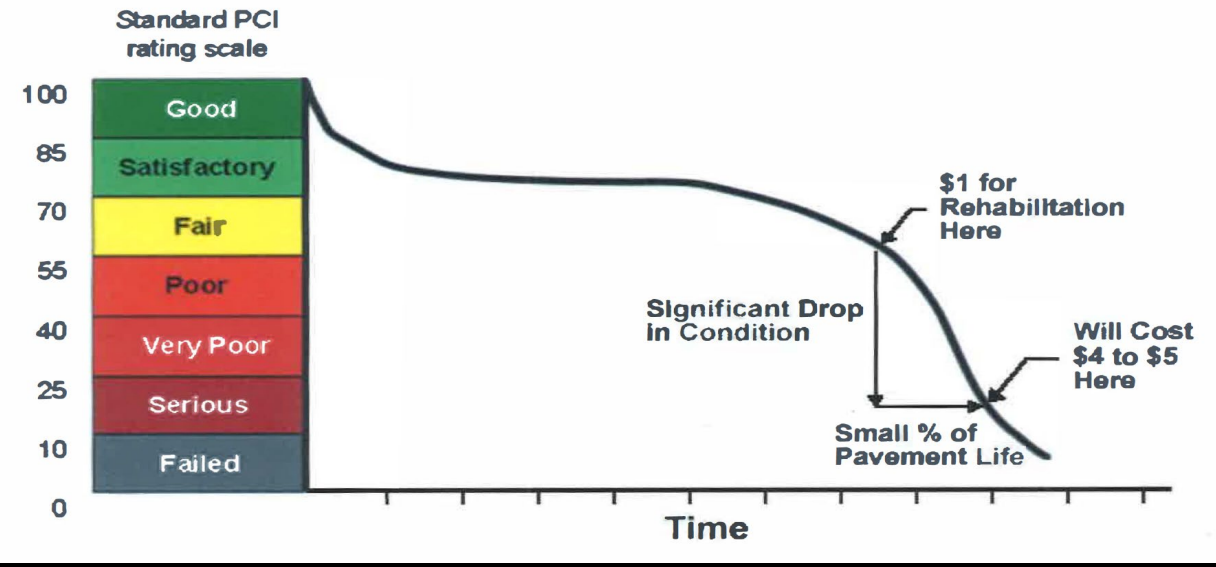


FY27 Street Maintenance District Fees

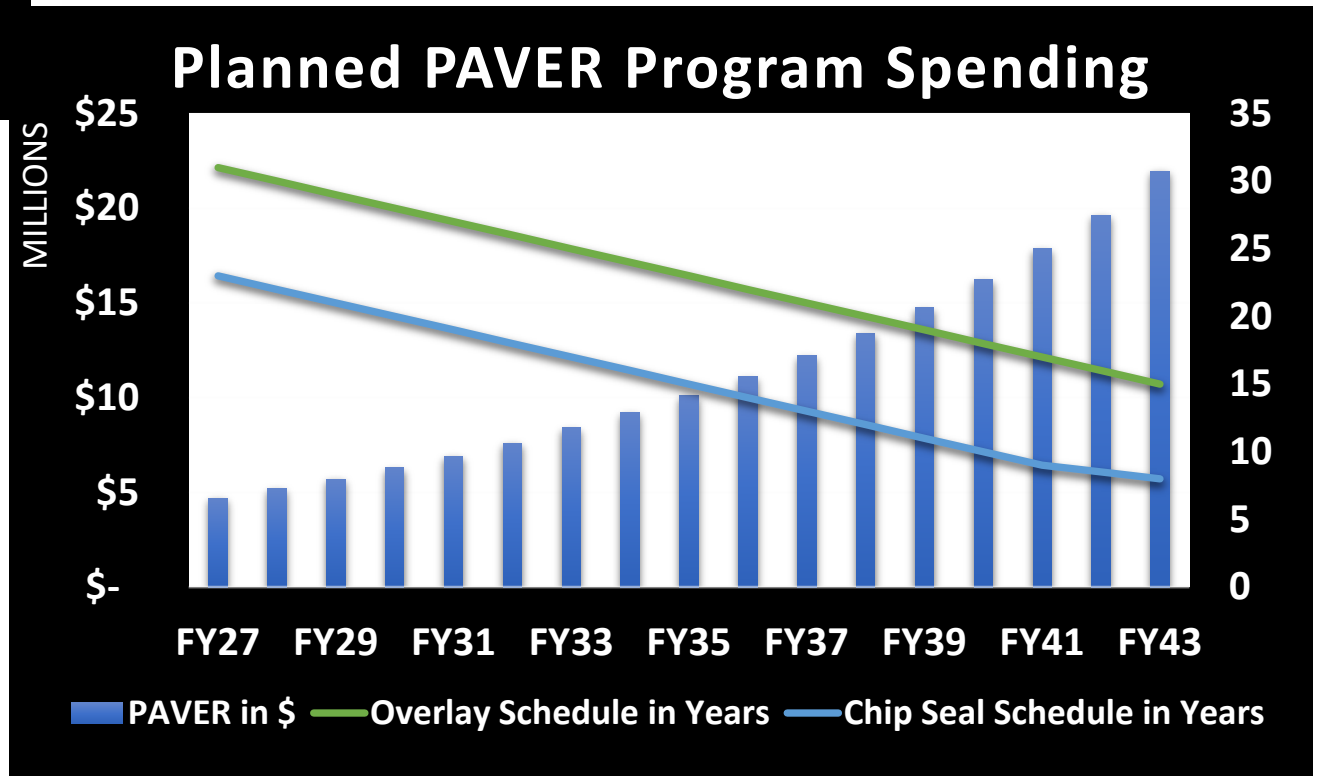
June 8, 2026

Cost increases affecting SMDs





Item	$ Change
Personnel	$258,717
Property/Liability Insurance	$47,247
Zimmerman Rockfall Mitigation	$200,000
Gridsmart Processor Upgrades	$225,000
Traffic Calming Projects	$50,000
PAVER Funding	$400,000

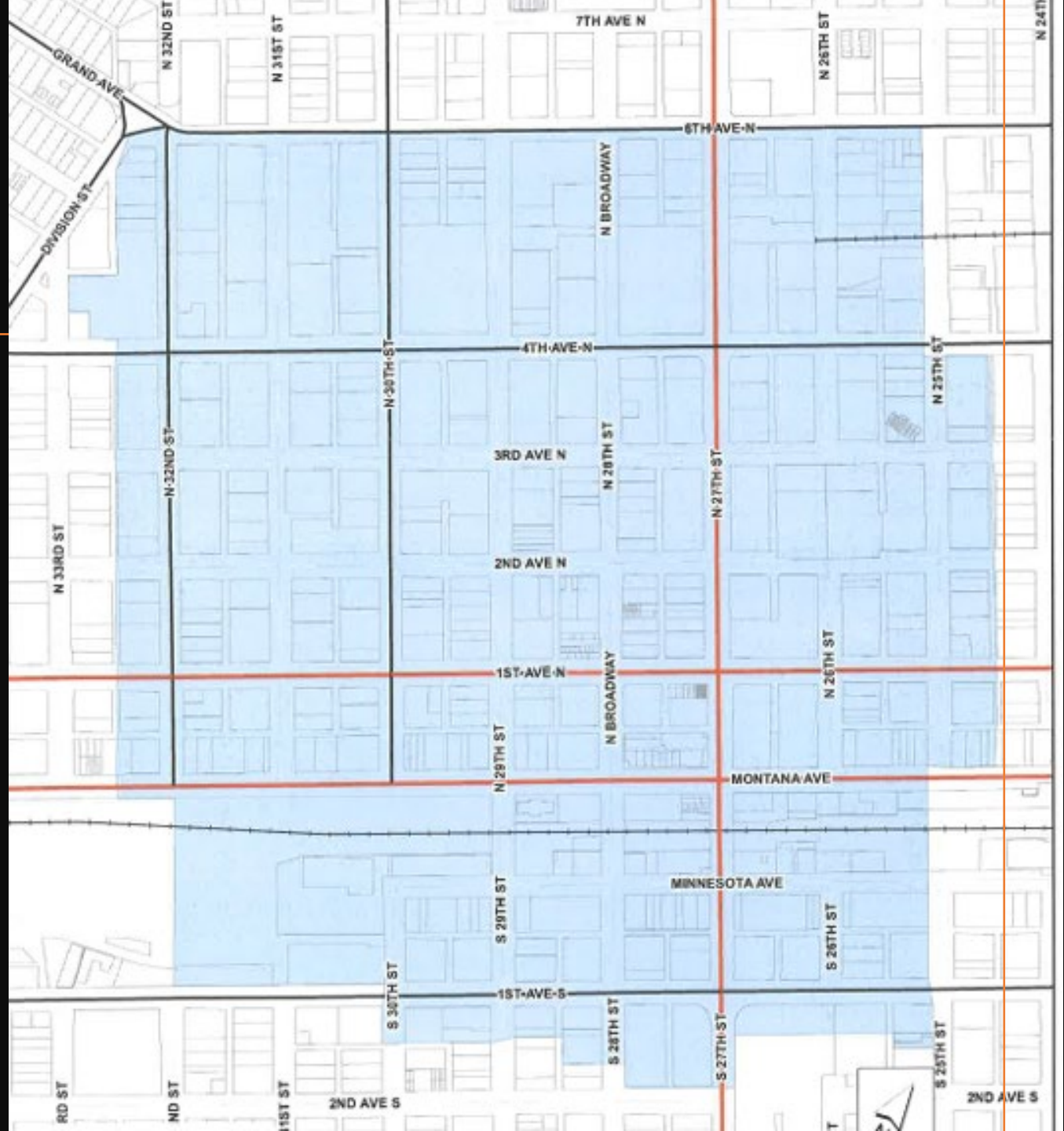


Street Maintenance District 1

Funds additional level of service in the district (sweeping and snow plowing/removal)

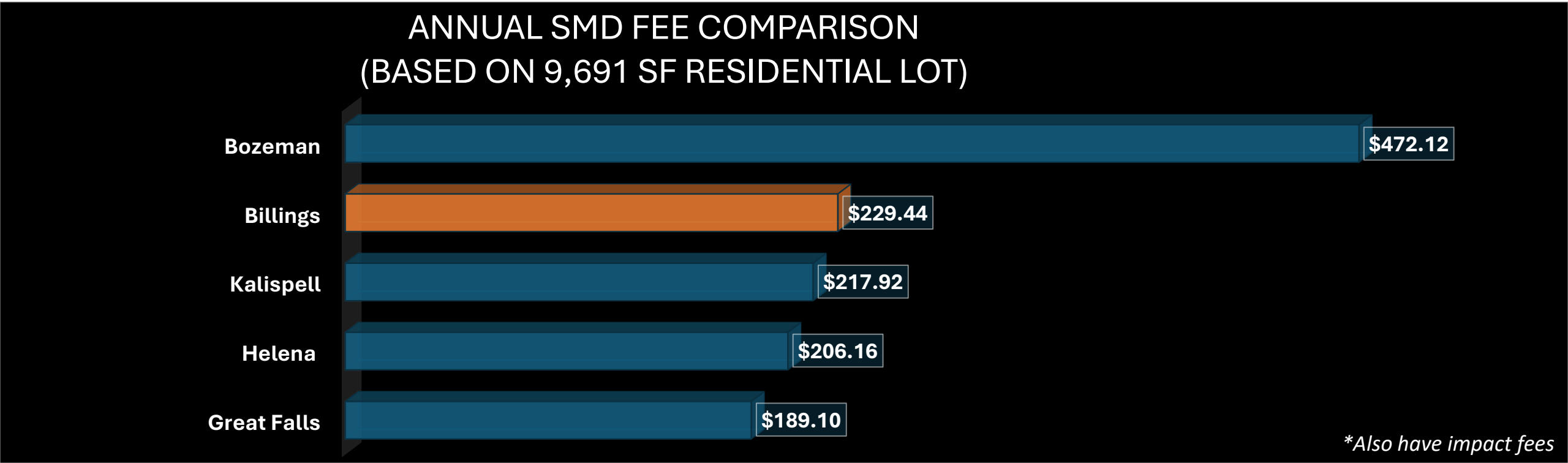
- Required increase to maintain service level = 0%

District	FY26	FY27	$ Increase	% Increase
SMD 1	$358,550	$358,550	$0	0%



Street Maintenance District 2

SMD 2	FY26	FY27	$ Change	% Change
Annual Revenues	$17,615,000	$18,689,450	$1,074,450	6.1%
Average Annual Residential Fee	$216.25	$229.44	$13.19	6.1%



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RESOLUTION 26-_____

A RESOLUTION LEVYING AND ASSESSING STREET MAINTENANCE DISTRICT FEES FOR PROPERTIES WITHIN STREET MAINTENANCE DISTRICTS IN THE CITY OF BILLINGS, PROVIDING FOR NOTICE, HEARING AND ADOPTION.

WHEREAS, the City, by Resolution, has defined the boundaries and established street maintenance districts as provided by State Law, and

WHEREAS, Billings Montana City Code and Title 7, Chapter 12, Part 44 of the Montana Code Annotated authorizes the City of Billings to adjust street maintenance district rates and charges to provide for the sufficient collection of revenues adequate for the payment of the reasonable expense of each said district.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BILLINGS, MONTANA, AS FOLLOWS:

1. METHOD OF ASSESSMENT. The City hereby determines that each lot or parcel of land within both Street Maintenance Districts One (1) and Two (2) shall be assessed for that portion of the whole cost which each lot or parcel of land in the respective district bears to the total area of the respective district exclusive of streets, avenues, alleys, and public places.

2. ASSESSMENT DISTRICT ONE (1). Each lot or parcel within the boundaries of Street Maintenance District One (1), is hereby assessed $.064985 per square foot of area for fiscal year 2027.

3. ASSESSMENT DISTRICT TWO (2). Each lot or parcel within the boundaries of Street Maintenance District Two (2), is hereby assessed the following for fiscal year 2027:

Property Type	**Rate per square foot of area**
Residential/Governmental	$.023676
Commercial	$.034010
Vacant	$.021864

The maximum square footage charged for any tract, parcel or lot is as follows:

Property Type	**Max Square Feet**
Residential	1 Acre
Governmental	1,100,000 SF
Vacant Residential/Governmental	1 Acre
Vacant Commercial	115,000 SF

4. LOTS AND PARCELS ASSESSED. A list which describes each lot or parcel of land assessed within the respective district, with the name of the owner thereof, and the amount levied thereon set is available in the office of Public Works Fiscal Services Belknap location, 2251 Belknap Avenue, Billings, Montana.

5. EXEMPTION. Street Maintenance District assessments shall not be paid by the City General Fund, Public Safety Fund, Library Fund, MET Transit Fund or Airport Fund.

6. COLLECTION OF ASSESSMENTS. Said special assessments shall be placed upon the assessment rolls and collected in the same manner as other taxes.

7. NOTICE OF HEARING. On Monday, **June 8, 2026,** at 5:30 p.m., or as soon thereafter as the matter may be considered on the agenda in the Council Chambers of the City Hall, Billings, Montana, the City Council heard objections to the adoption of this resolution. The City Clerk published notice as provided in Section 7-1-4127, MCA.

8. EFFECTIVE DATE. This resolution shall be effective upon adoption.

ADOPTED AND APPROVED by the City Council of the City of Billings, Montana, on the 8th day of June 2026.

CITY OF BILLINGS

BY:_____

Mike Nelson, Mayor

ATTEST:

BY:_____

Denise R. Bohlman, City Clerk

City Council Regular Business Meeting
Meeting Date: 06/08/2026
TITLE: Public Hearing and Resolution Setting FY27 Storm Sewer System Fees
PRESENTED BY: Jennifer Duray
Department: Public Works
Presentation: Yes
Legal Review: Yes
Project Number: N/A

RECOMMENDATION
Storm sewer system fees are established annually by resolution and assessed based on impervious surface area using the Equivalent Residential Unit (ERU) methodology. The proposed FY27 adjustment is the third year of a previously approved seven-year plan to proactively address deferred maintenance, capital needs, and service level improvements for the City's more than $1 billion storm sewer system.

The proposed adjustment would increase the average residential monthly fee by $1.15, from $8.81 to $9.96, and generate approximately $10.68 million in FY27 revenue, an increase of approximately $1.28 million over FY26.

EXECUTIVE SUMMARY
Storm sewer system fees are established annually by resolution and are billed monthly as part of utility charges. The fees are determined based on impervious surface area and the Equivalent Residential Unit (ERU). One ERU represents an area of 3,751.22 SF.

The average residential property has a calculated ERU of 1.0 (3,751.22 SF). Each developed single-family residential property is assessed at 1.0 ERU. Duplex properties are rated at 1.5 ERUs and undeveloped/ vacant properties are assigned 0.75 ERU. For all other properties, the ERU is determined by dividing the measured impervious surface area by 3,751.22.

Staff recommends raising the monthly rate from $8.81 per ERU to $9.96 per ERU in alignment with the gradual rate increase seven-year plan previously approved by the City Council.

BACKGROUND (Consistency with Adopted Plans and Policies, if applicable)
Storm sewer system fees are established annually by resolution and are billed monthly as part of utility charges. The fees are determined based on impervious surface area and the Equivalent Residential Unit (ERU). The average residential property has a calculated ERU of 3,751.22 square feet. Each developed single-family residential property is assessed at 1.0 ERU. Duplex properties are rated at 0.75 ERUs per unit and undeveloped properties are assigned 0.75 ERUs. For all other properties, the ERU is determined by dividing the measured impervious surface area by 3,751.22.

The storm sewer system represents a critical infrastructure asset valued at more than $1 billion. Previously, the City Council approved a seven-year plan aimed at enhancing service levels and addressing capital and deferred maintenance backlogs more efficiently. The proposed rate adjustment for Fiscal Year 2027 is the third in this gradual seven-year increase, supporting proactive maintenance of the storm sewer system.

FISCAL EFFECTS
The proposed storm sewer fees will increase the average residential property's monthly fee by $1.15 from $8.81 to $9.96. The fees will generate approximately $10,683,000 in FY27, an increase from the prior year of $1,283,000.

STAKEHOLDERS

ALTERNATIVES
City Council must hold a public hearing and then may:

- Approve the recommended resolution; or,
- Approve an amended resolution; or,
- Not approve a resolution. If Council does not approve a resolution, an amended resolution to establish storm sewer fees will need to be considered at a future City Council meeting to establish rates for fiscal year 2027.

Attachments

Presentation
FY27 Storm Fee Resolution

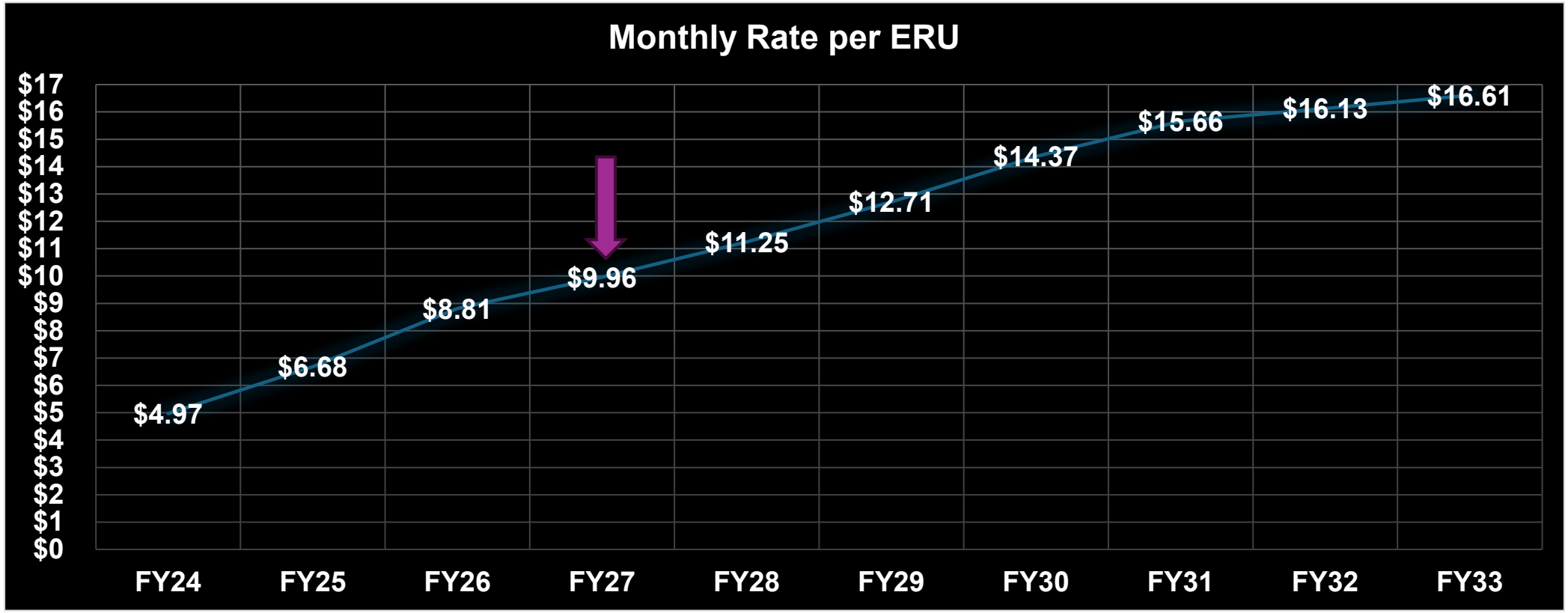


FY27 Storm Fees
June 8, 2026

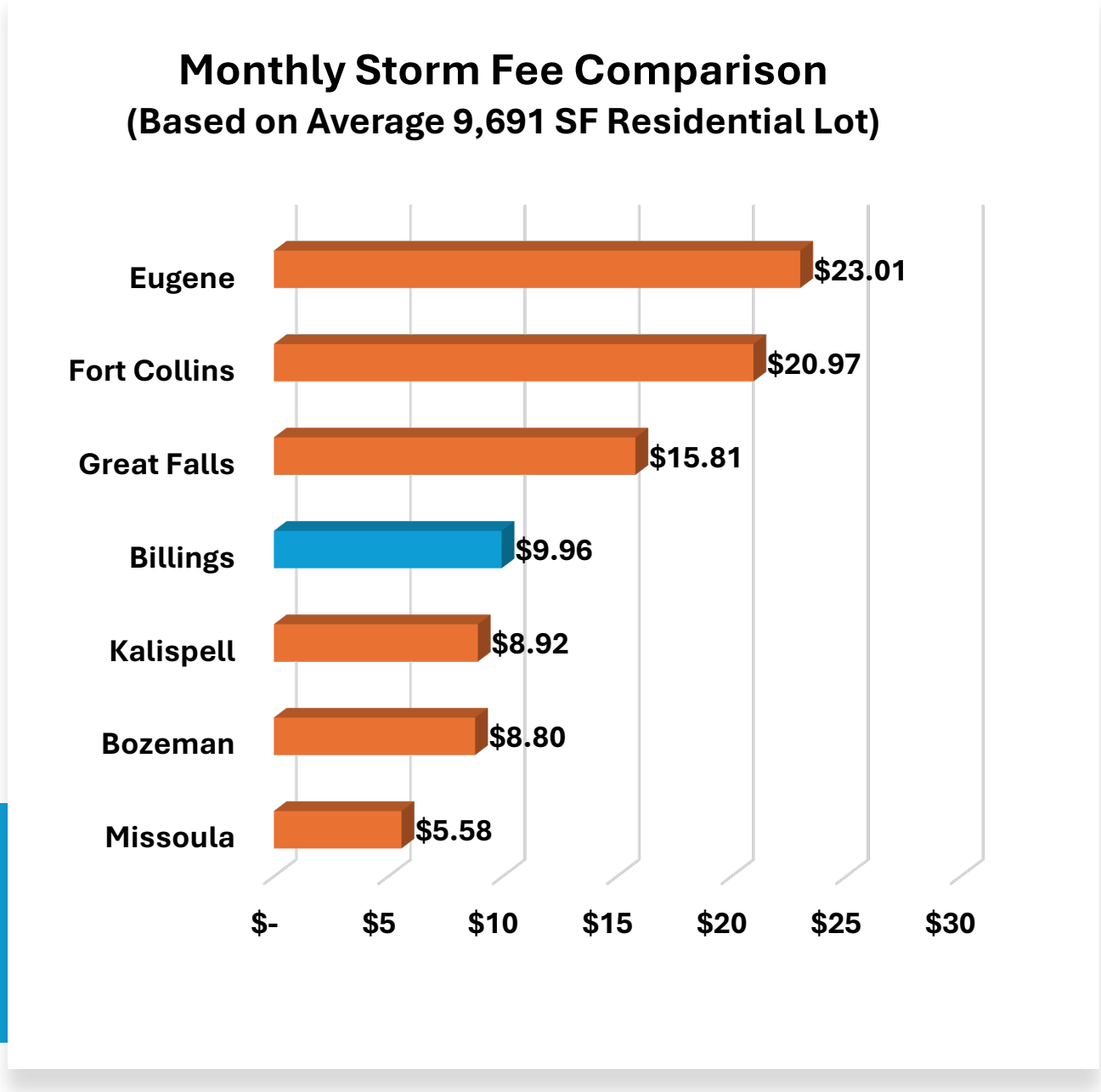
Funding Needs

	Total Amount	Minimum	Proactive	Best Practice	B.F.C. Requested
Deferred Maintenance	$73.8 million	25-yr. completion ($3.0 million / yr.)	20-yr. completion ($3.7 million / yr.)	15-yr. completion ($4.9 million / yr.)	15-yr. completion ($4.9 million / yr.)
City-wide Capital	$83.9 million	40-yr. completion ($2.1 million / yr.)	30-yr. completion ($2.8 million / yr.)	20-yr. completion ($4.2 million / yr.)	25-yr. completion ($3.4 million / yr.)
Flood Protection Capital	$2.9 million (local only)	25-yr. completion ($0.11 million / yr.)	20-yr. completion ($0.15 million / yr.)	15-yr. completion ($0.20 million / yr.)	15-yr. completion ($0.20 million / yr.)
Water Quality Capital	Varies	$250,000 / yr.	$500,000 / yr.	$500,000 / yr.	$500,000 / yr.

Storm Rates
(7-year ramp-up + inflation)



	FY26	FY27	FY27 $ Inc
Average Residential Monthly Fee	$8.81	$9.96	$1.15
Total Storm Fee Revenues	$9,400,000	$10,683,000	$1,283,000



Storm Fee Comparison

Methodology

- Equivalent Residential Unit (ERU) = 3,751.22 SF
- Single-family Residential = 1 ERU
- Duplex = .75 ERUs per unit
- Undeveloped Property = .75 ERUs
- Commercial = > of
  - Actual Impervious SF / 3,751.22
  - 1 ERU



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RESOLUTION 26-_____

A RESOLUTION SPECIFYING STORM SEWER SYSTEM FEES FOR PROPERTIES WITHIN THE CITY OF BILLINGS

WHEREAS, § 7-13-4301, MCA authorizes the City of Billings to establish, build, construct, reconstruct, extend, operate, and maintain a storm sewer system for public use; and

WHEREAS, Title 7, Chapter 13, Part 43, MCA, and Article 22-800, BMCC, authorize the City of Billings to establish and adjust storm sewer rates and charges to provide for the sufficient collection of revenues adequate for the payment of the reasonable expense of said system; and

WHEREAS, The City's average single-family residential property has 3,751.22 square feet of impervious surface area. Therefore, the establishment of an Equivalent Residential Unit (ERU) value of 3,751.22 square feet for stormwater is deemed appropriate; and

WHEREAS, the City Council of the City of Billings adopted Ordinance No. 24-5872 on the 25th day of March, 2024, providing for the billing of storm sewer system fees on a monthly basis.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BILLINGS, MONTANA;

1. NOTICE OF HEARING. That on Monday, June 8, 2026, at 5:30p.m., or as soon thereafter as the matter could be considered on the agenda in the Council Chambers of the City Hall, Billings, Montana, the City Council heard objections to the adoption of this resolution. The City Clerk published notice as provided in Section 7-1-4127, MCA.

2. EQUIVALENT RESIDENTIAL UNIT (ERU): An Equivalent Residential Unit (ERU) size of 3,751.22 square feet is hereby adopted.

3. INTEREST ON NON-PAYMENT. That any payment not received by the due date shall accrue interest at the rate of one-and-one-half percent (1.5%) per month from the due date until paid in full.

4. EFFECTIVE DATE. This resolution is effective upon adoption.

5. STORM SEWER FEE. That the following rates, fees, and charges are found to be just, reasonable, and necessary for the continued operation of the Municipal Storm Sewer System Fund and that the proposed rates,

fees, and charges are approved and adopted as the rates, fees, and charges of the City of Billings, Montana Municipal Storm Sewer System Fund effective June 8, 2026.

A. Regardless of actual size, each single-family residential property is assigned an ERU =1.0.
B. Regardless of actual size, each duplex is assigned an ERU = 1.5.
C. Regardless of actual size, each undeveloped property is assigned an ERU = 0.75.
D. Each commercial property will be assigned a number of ERUs by dividing the amount of impervious area by 3,751.22 square feet.
E. At no point will any commercial property be assigned an ERU of less than 1.0.
F. A fee of $9.96 per ERU per month will be charged.

PASSED AND ADOPTED by the City Council of the City of Billings, Montana, this 8th day of June 2026.

CITY OF BILLINGS

BY:_____

Mike Nelson, Mayor

ATTEST:

BY:_____

Denise R. Bohlman, City Clerk

City Council Regular Business Meeting
Meeting Date: 06/08/2026
TITLE: Public Hearing and Resolution Adopting the FY2027 Budget
PRESENTED BY: Andy Zoeller, Finance Director
Department: Finance
Presentation: Yes
Legal Review: No
Project Number: n\a

RECOMMENDATION

Staff recommends City Council hold a public hearing, make a motion to approve the budget resolution as presented, obtain a 2nd, then consider any motions to amend, and adopt the FY2027 budget resolution, as amended.

EXECUTIVE SUMMARY

The City of Billings FY2027 proposed budget totals $447 million. The resolution establishes budget authority for each fund for fiscal year 2027.

BACKGROUND (Consistency with Adopted Plans and Policies, if applicable)

City Council and staff have held four work sessions regarding the City's FY2027 budget. Additional meetings were held by the City Council Budget and Finance Committee in April and May, discussing the FY2027 budget.

The attached budget resolution will establish the budget authority for the City's fiscal year 2027, which begins on July 1, 2026. City Council may make amendments to the budget.

Approval of this budget before July 1 is advisable, as the City will begin incurring expenses for FY27 as soon as July 1. Beginning July 1, negotiated cost-of-living increases for the Fire Union (3%), Police Union (3%), and Teamsters Union (3.5%) employees will go into effect. Additionally, the proposed budget includes a cost-of-living adjustment for non-bargaining employees (3.5%), which will also go into effect.

The Budget and Finance Committee met on 5/20/2026, and recommended the attached amendments to the proposed budget. These amendments will need to be introduced and voted on similar to all other amendments. Further detail on each amendment can be found in the attachment.

BFC 1 - Reduce Mayor & Council – Council Contingency from $35,000 in the proposed budget to $5,000. Increase City Administration – Management and Professional Development by $30,000. This is a net $0 change in the General Fund.
BFC 2 - Reduce the Downtown Tax Increment Budget for administration from $258,102 to $183,850.
BFC 3 - Increase the Cooperative Safety budget in the Downtown TIF and BID to be split 50/50.
BFC 4 - Reduce the City Legal department budget by the cost of 1 FTE, by removing the paralegal from the FY27 budget.
BFC 5 - Remove the Commercial Code Enforcement Officer and related costs from the FY27 budget. If tax revenue is sufficient, when known in the fall, bring back a budget amendment to consider adding it back in.

Staff has reviewed these proposed amendments will be available to provide additional information at the public hearing.

FISCAL EFFECTS

The FY2027 budget for the City of Billings is $447 million. This is broken into the following categories:

Expenditure Category	FY2027 Proposed Budget
Personal Services	$130,025,911
Operation & Maintenance	132,281,326
Capital Outlay	118,483,538
Debt Service	27,412,207
Transfers Out	38,861,008
Total Budgeted	

Expenditures	$447,063,990

Further, this budget is broken apart into funds, as identified in the attached budget book and resolution. The resolution establishes the expenditure limit of each fund. The City may not exceed the adopted expenditure limit without Council approval.

The budget is predicated on the adoption of discussed rates, charges, and property tax mill levies, which will occur as separate votes from the budget itself.

STAKEHOLDERS

ALTERNATIVES

City Council may, adopt, amend, or not adopt the FY2027 budget resolution. If council does not adopt the FY2027 budget resolution, direction on how to proceed would be required, as adopting a balanced budget is a requirement of Montana State Law (MCA 7-6-4024).

Attachments

FY27 Budget Resolution
Budget and Finance Committee Budget Amendments
FY27 Budget Book

RESOLUTION NO. _____

A RESOLUTION APPROVING AND ADOPTING THE PRELIMINARY BUDGET FOR THE CITY OF BILLINGS, MONTANA FOR FISCAL YEAR 2027

WHEREAS, the City Administrator of the City of Billings has regularly and lawfully submitted to the City Council of the City of Billings, Montana, the budget for Fiscal Year 2027; and

WHEREAS, the proper notice was published stating that said City Council has completed the MUNICIPAL BUDGET for said Fiscal Year, and that said budget has been placed on file and is open to inspection in the office of the City Clerk; and that said City Council would meet for the purpose of annually determining, approving and adopting the budget, and any taxpayer might appear and be heard.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BILLINGS, MONTANA:

Section 1: That the City of Billings proposed budget for fiscal year 2027 as detailed in the budget report and as amended by the City Council and further detailed on EXHIBIT "A", be, and the same is hereby finally determined, approved, and adopted, establishing the legal spending limits at the fund level (MCA 7-6-4030).

Section 2: Pursuant to Sections 7-6-4006 and 7-6-4012, M.C.A., the City Administrator is authorized to amend this budget for the expenditure of additional funds from the following: Debt Service Funds; Fee-based budgets; Trust funds; Federal or State Grants; special assessments; and donations accepted and approved by the City Council.

Section 3: The City Administrator is hereby delegated the authority to make transfers or revisions within appropriations of any fund detailed in EXHIBIT A, subject to the City Administrator providing a monthly line-item budget report to the Budget and Finance Committee.

Section 4: The City Council further authorizes and re-appropriates the unexpended balance of Capital Improvement Program items previously budgeted which have not been completed.

Section 5: Pursuant to Section 7-6-4030(c) the fiscal year 2027 budget is based upon the assumption that 255.39 mills will be levied for property tax revenue. This is an increase of 11 mills from the prior fiscal year, pursuant to MCA 15-6-401(4)(a). Due to the State legislative changes with property tax values, the impact on homes will vary. Property taxes levied on homes valued at $100,000, $300,000, or $600,000 are expected to realize property tax increases/(decreases) of $8.36, $25.08, and $(36.34) respectively, when compared to the prior year.

PASSED AND APPROVED by the City Council this 8th day of June, 2026.

CITY OF BILLINGS:

BY: _____
Mike Nelson, Mayor

ATTEST:

BY: _____
Denise R. Bohlman, City Clerk

Exhibit A

Fund/Department	Original Proposal	Additions 6/8/2026	Deletions 6/8/2026	Preliminary Budget
General Operating Fund:				
Mayor & City Council	442,722			442,722
City Administrator	1,481,600			1,481,600
Human Resources	1,480,691			1,480,691
City Attorney	3,575,411			3,575,411
Municipal Court	2,365,349			2,365,349
Finance	2,190,062			2,190,062
Code Enforcement	1,351,253			1,351,253
Non-Departmental	34,044,738			34,044,738
Total General Fund	**46,931,826**	**-**	**-**	**46,931,826**
Public Safety Fund:				
Crime Prevention, Mental Health & SA	651,283			651,283
Police	35,687,569			35,687,569
Fire	30,252,950			30,252,950
Total Public Safety Fund	**66,591,802**	**-**	**-**	**66,591,802**
Special Revenue Fund:				
Amend Park	38,599			38,599
Anti-Graffiti	3,469			3,469
Ballfield Stadium Donations	7,275			7,275
Ballpark Repair Fund	32,085			32,085
Bike Path/Trail Donation	20,000			20,000
Building Inspection	2,979,332			2,979,332
Cemetery Improvement	130,000			130,000
City Attorney Grants	804,452			804,452
City County Library	5,626,983			5,626,983
City/County Planning	2,722,265			2,722,265
Community Development Grants	2,588,118			2,588,118
Downtown Revolving Loan Program	801,559			801,559
Former Federal Building Landlord	395,563			395,563
EOC 9-1-1 Grant	1,553,370			1,553,370
Fire Programs	99,000			99,000
Gas Tax	5,694,497			5,694,497
Municipal Court Grants	247,888			247,888
Park Maintenance District	1,757,584			1,757,584
Park Programs	273,546			273,546
PRPL Operations	9,739,832			9,739,832
Police Programs	1,835,801			1,835,801
Road Maintenance Dist	1,798			1,798
Sidewalk Hazard Repair	185,000			185,000
Storm Sewer Operating	12,649,982			12,649,982
Street & Traffic Operating	13,657,161			13,657,161
Street Light Districts	3,176,065			3,176,065
Street Maintenance Districts	21,802,694			21,802,694
Tax Increment - East	1,720,010			1,720,010
Tax Increment - N 27th	3,112,707			3,112,707
Tax Increment - South	15,552,436			15,552,436

Total Special Revenue Fund	**109,209,071**	**-**	**-**	**109,209,071**

Exhibit A cont.

Fund/Department	Original Proposal	Additions 6/8/2026	Deletions 6/8/2026	Final Budget
Debt Service Fund:				
Special Improvement Debt	801,200			801,200
City Hall Financing	467,056			467,056
Series 2004A Street Debt	16,000			16,000
Storm Sewer Debt	1,817,775			1,817,775
Sidewalk, Curb & Gutter Debt	518,600			518,600
Series 2015 Baseball Refunding	746,600			746,600
Series 2012 Library	752,086			752,086
Total Debt Service Fund	**5,119,317**	**-**	**-**	**5,119,317**
Capital Projects Fund:				
Urban Renewal Land Development	21,483			21,483
Sidewalk Construction	1,756,500			1,756,500
Special Improvement Districts	1,852,750			1,852,750
Fire Station Construction	178,519			178,519
Capital Replacement	1,382,137			1,382,137
Total Capital Project Fund	**5,191,389**	**-**	**-**	**5,191,389**
Enterprise Fund:				
Water	53,480,023			53,480,023
Wastewater	28,532,453			28,532,453
Parking	2,384,526			2,384,526
Solid Waste	43,767,243			43,767,243
Airport	30,393,132			30,393,132
Amend Park Recreation Center	733,501			733,501
Transit	9,886,169			9,886,169
Total Enterprise Fund	**169,177,047**	**-**	**-**	**169,177,047**
Internal Service Fund:				
Fleet Services	2,588,261			2,588,261
Central Services	171,931			171,931
Information Resources	4,375,465			4,375,465
City Health Benefits	21,151,417			21,151,417
Central Telephone	707,253			707,253
Radio Communications	393,780			393,780
Property Insurance	5,094,162			5,094,162
Facilities Management	2,233,438			2,233,438
Public Works Administration	3,807,322			3,807,322
Public Works Engineering	4,266,509			4,266,509
Total Internal Service Fund	**44,789,538**	**-**	**-**	**44,789,538**
Permanent Fund				
Cemetery Perpetual Care	54,000			54,000
Total Permanent Fund	**54,000**	**-**	**-**	**54,000**
Total All Funds	**447,063,990**	**-**	**-**	**447,063,990**

BUDGET AMENDMENT FORM City of Billings, Montana

Complete all fields as appropriate, duplicate the form as many times as needed. Completion of this form does not preclude a councilmember from introducing a budget amendment, and proposed amendments must be introduced at a regular business meeting.

Council Member Name(s):	Budget and Finance Committee
Fund Name:	
Amendment Number:	BFC 1
Fiscal year	FY 2027

AMENDMENT TEXT:

Reduce Mayor & Council – Council Contingency from $35,000 in the proposed budget to $5,000. Increase City Administration – Management and Professional Development by $30,000. This is a net $0 change in the General Fund.

PURPOSE:

This funding will provide the opportunity for staff to pursue advanced degrees and education that will allow them to advance their careers at the City of Billings. Specifically this is designed to provide education opportunities to staff so that we can develop a workforce that is available to step up to the next level and allow for good succession planning at the City.

This amendment was recommended by the BFC 5-0

BUDGET AMENDMENT FORM City of Billings, Montana

Complete all fields as appropriate, duplicate the form as many times as needed. Completion of this form does not preclude a councilmember from introducing a budget amendment, and proposed amendments must be introduced at a regular business meeting.

Council Member Name(s):	Budget and Finance Committee
Fund Name:	
Amendment Number:	BFC 2
Fiscal year	FY 2027

AMENDMENT TEXT:

Reduce the Downtown Tax Increment Budget for administration from $258,102 to $183,850.

PURPOSE:

This amendment will allow for more funds to be used for development projects, and reduce the amount of costs associated with administering the district. This amendment would make the administration cost of all three TIF districts to a combined total of $450,000.

This amendment was recommended by the BFC 4-1

BUDGET AMENDMENT FORM City of Billings, Montana

Complete all fields as appropriate, duplicate the form as many times as needed. Completion of this form does not preclude a councilmember from introducing a budget amendment, and proposed amendments must be introduced at a regular business meeting.

Council Member Name(s):	Budget and Finance Committee
Fund Name:	
Amendment Number:	BFC 3
Fiscal year	FY 2027

AMENDMENT TEXT:

Increase the Cooperative Safety budget in the Downtown TIF and BID to be split 50/50.

PURPOSE:

The current proposed budget has $86K budgeted in the Downtown TIF for the Cooperative Safety program. This covered about 25% of the program costs. The DBP recommended that the budget be increased in the TIF district to cover 75% and the BID board work plan recommendation is to cover the remaining 25%. The BFC is recommending that the Downtown TIF budget for Cooperative Safety be increased to cover 50% rather than the DBP recommendation of 75%. This amendment will result in an increase in both the TIF fund and the BID assessment from the FY27 proposed budget. The TIF and BID would each contribute approximately $204,000 towards Cooperative Safety.

This amendment was recommended by the BFC 5-0

BUDGET AMENDMENT FORM City of Billings, Montana

Complete all fields as appropriate, duplicate the form as many times as needed. Completion of this form does not preclude a councilmember from introducing a budget amendment, and proposed amendments must be introduced at a regular business meeting.

Council Member Name(s):	Budget and Finance Committee
Fund Name:	
Amendment Number:	BFC 4
Fiscal year	FY 2027

AMENDMENT TEXT:

Reduce the City Legal department budget by the cost of 1 FTE, by removing the paralegal from the FY27 budget.

PURPOSE:

The BFC would like to see more data demonstrating the funding of the two vacant positions in the Legal department. Without this explanation, the BFC is recommending only one of the positions, the Deputy City Attorney.

This amendment was recommended by the BFC 4-1

BUDGET AMENDMENT FORM City of Billings, Montana

Complete all fields as appropriate, duplicate the form as many times as needed. Completion of this form does not preclude a councilmember from introducing a budget amendment, and proposed amendments must be introduced at a regular business meeting.

Council Member Name(s):	Budget and Finance Committee
Fund Name:	
Amendment Number:	BFC 5
Fiscal year	FY 2027

AMENDMENT TEXT:

Remove the Commercial Code Enforcement Officer and related costs from the FY27 budget. If tax revenue is sufficient, when known in the fall, bring back a budget amendment to consider adding it back in.

PURPOSE:

This amendment will reduce the Code Enforcement budget by the cost of the Commercial Code Enforcement Officer. However, if there is sufficient tax revenue related to new construction to justify the additional costs, Council should consider adding these funds back into the FY27 budget at that time.

This amendment was recommended by the BFC 5-0

CITY OF Billings

BUDGET
PROPOSED
FY 2027



The Magic City

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INTRODUCTION

May 1, 2026

Honorable Mayor and City Council Members:

It is a privilege to present the City of Billings Fiscal Year 2027 (FY27) Proposed Operating and Capital budget. The effective date of this budget is July 1, 2026, and runs through June 30, 2027. Adopting the budget is one of the most significant policy decisions the Council makes annually. City staff focused on accomplishing the City Council's adopted priorities efficiently to improve the quality of life for our citizens. We look forward to discussing this proposed balanced budget over the next few months.

During the 2025 State of Montana legislative session, significant changes to the property tax structure were put in place. The FY26 budget was built based upon a 0% increase in tax revenue resulting from those changes. The 2025 legislation explicitly expressed its intention to supersede conflicting local charters (Billings) that set mill levy limits, to enable rate reductions without cutting local revenues. This same legislation provided further instruction on how to transition from mill levy limitations that existed because of voter approval, or those with charter limitations.

The FY27 budget is built based upon these transition instructions, and the presumption that City Council will elect to transition mill levy limitations subject to 15-6-401(4)(a).

The current budget is built based upon the assumption that there will be a 2.95% increase for inflation to the property tax revenue in FY27 relative to the FY26 property tax revenue.

Accomplishments in FY26

The FY2026 budget includes significant investments furthering Council priorities. While much is anticipated for the coming year, the following is a list of some of the more significant accomplishments from the prior year:

- Realized Historic Tax Credits on City Hall, reducing the debt amount by more than $5 million
- MET Transit completed FTA Triennial Review. FTA Region 8 stating it is the best in the region this fiscal year
- MET Transit ridership up 11.03% compared to the prior year, 468,296 riders YTD.
- Completed construction of the Runway 7/25 upgrade and extension to accommodate larger aircraft

Accomplishments in FY26 continued...

- Adoption of Billings2045 Land Use Plan and Future Land us Map
- BPD hired 15 Police Officers
- Successful demolition of 802 Yellowstone nuisance property
- Approval of $1.2 million in Safe Routes to School projects through State TAP funds
- Completed the FY25 Financial Audit with no findings and a clean opinion

City Adopted Goals and Objectives

Improve the safety of Billings for all citizens ($77.5 million)

- Continued support for the Family Justice Center
- Continue the graffiti reduction program
- Continue design of Safe Routes to School projects

Sustain and Upgrade Critical Infrastructure ($118.6 million)

- Begin Airport Terminal Landside Reconstruction (Ticket Counters and Baggage Claim)
- Complete Airport Master Plano
- Expand passenger surface parking area while developing plans for a parking structure at the airport
- Complete Airport Governance Study

Provide Exceptional Educational, Recreational, and Cultural Services and Amenities ($33 million)

- Rebuild of South Park Pool and other improvements in the area
- Maximize parks assets useful life through focused maintenance
- Increase participation in recreation programs
- Increase ridership on MET Transit

Foster Economic Vibrancy through Quality Designed Neighborhoods and Business Districts ($6.5 million)

- Completing Neighborhood plans and hire a neighborhood planner
- Develop land use plan and future land use map of Billings
- Improve multi-modal transportation system

City Adopted Goals and Objectives continued...

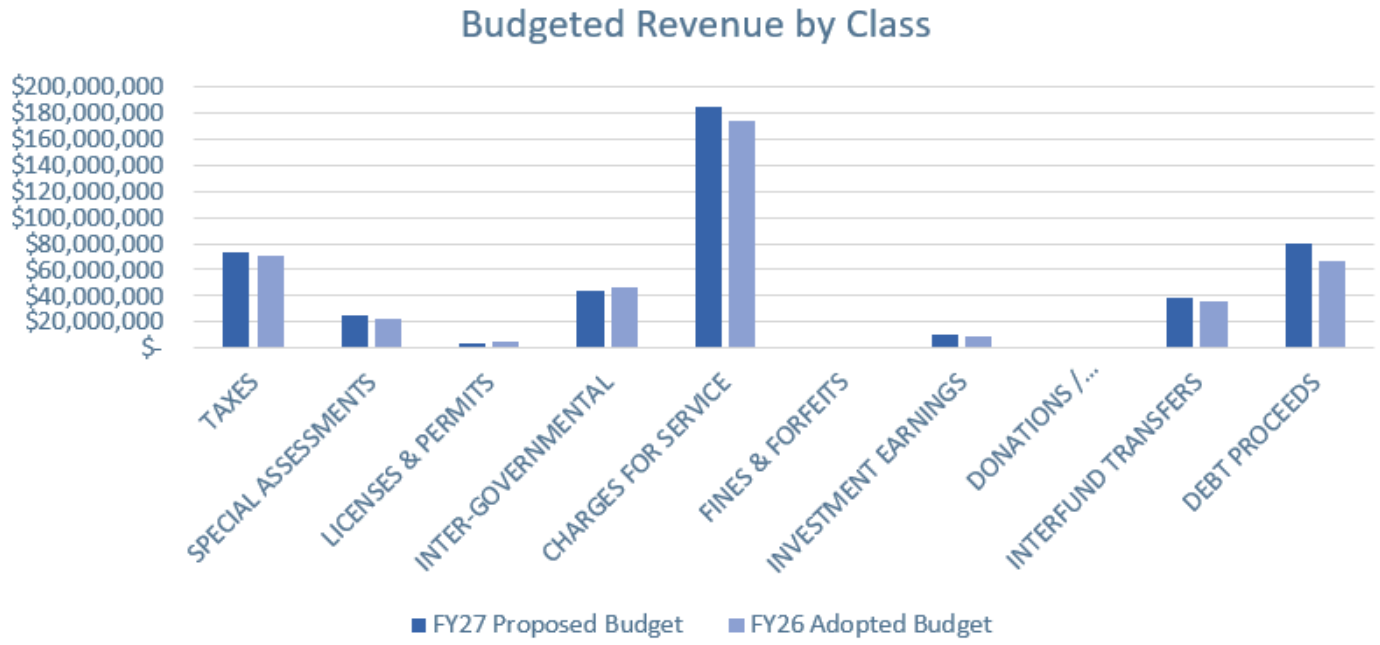
Cultivate a High-Performance Organization

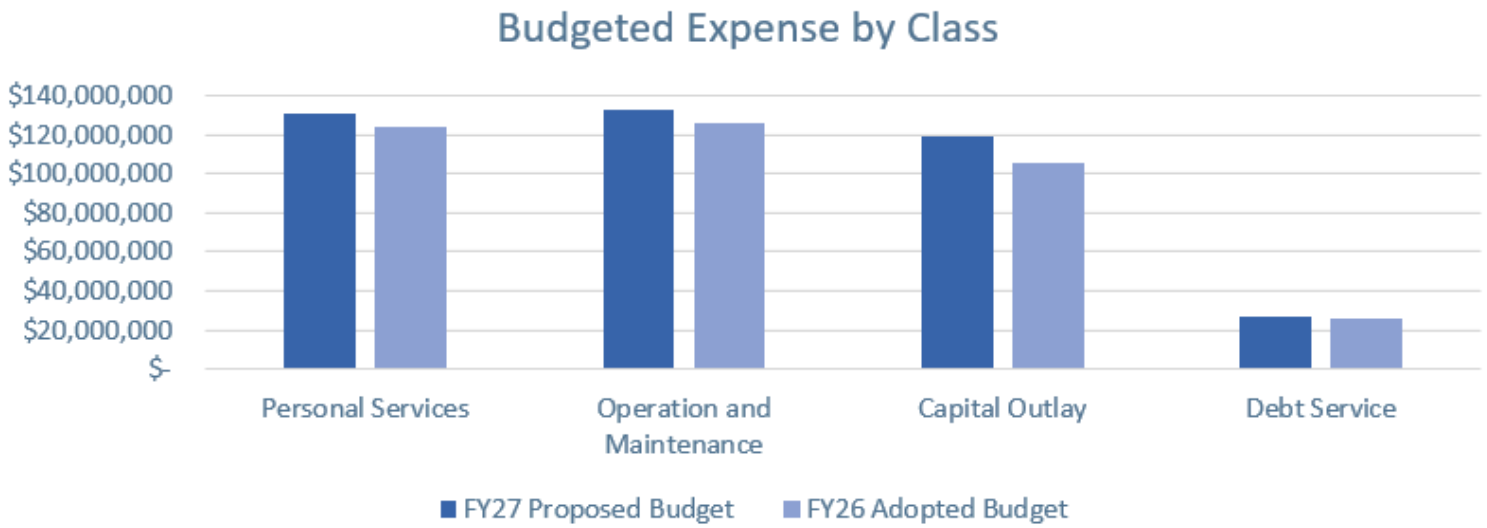
- Improve cross departmental communications, through establishment of the HPO team with monthly meetings
- Strengthen citizen trust through effective communication and transparency
- Modernize bid packet software and contract creation

The FY27 Proposed Budget

The FY27 proposed budget is funded by estimated revenues totaling $465.9 million. This includes increases in property taxes, special assessments for storm sewer, some small special districts, and issuance of debt for completion of the west end reservoir, storm sewer projects, expansion at the landfill, and South Park Pool.

The proposed FY27 budget for the City of Billings contains operating and capital expenses totaling $447 million, an increase of $25.1 million from the prior year. The increase is related primarily to planned capital investments of $118.6 million. There are increases found in Personal Services for estimated salary and wage adjustments, additional staffing requests, and an estimated increase in health insurance costs. Operation and Maintenance increases for FY27 are rather minimal for this fiscal year.





Capital Investments

Solid Waste (Landfill) – The FY27 budget contains significant investments at our landfill. This budget includes $13.9 million for Landfill cell expansion and leachate pond

Transportation Network – The FY27 budget includes funding for improvements to Rimrock Road, Safe Routes to Schools, and Monad Road.

Water – Water transmission line in 48th Street is planned from Central to Grand.

Airport – Significant investments are planned as additional capital improvements to the Airport infrastructure. Total capital outlay for the Airport is planned at $18.9 million for FY27. All projects are funded by Airport revenues and federal grants. Projects include ticket counter remodel, storm water improvements, and two fire trucks.

Park Improvements and Replacements – The FY27 budget includes $10 million for construction on the South Park Pool renovation.

New Personnel in FY27

The FY27 budget contains costs for an additional 18 FTE's. Each position will be discussed during the department budget presentation. The following chart shows the areas where additional investments in staff are being proposed.

New Employee Requests for FY27

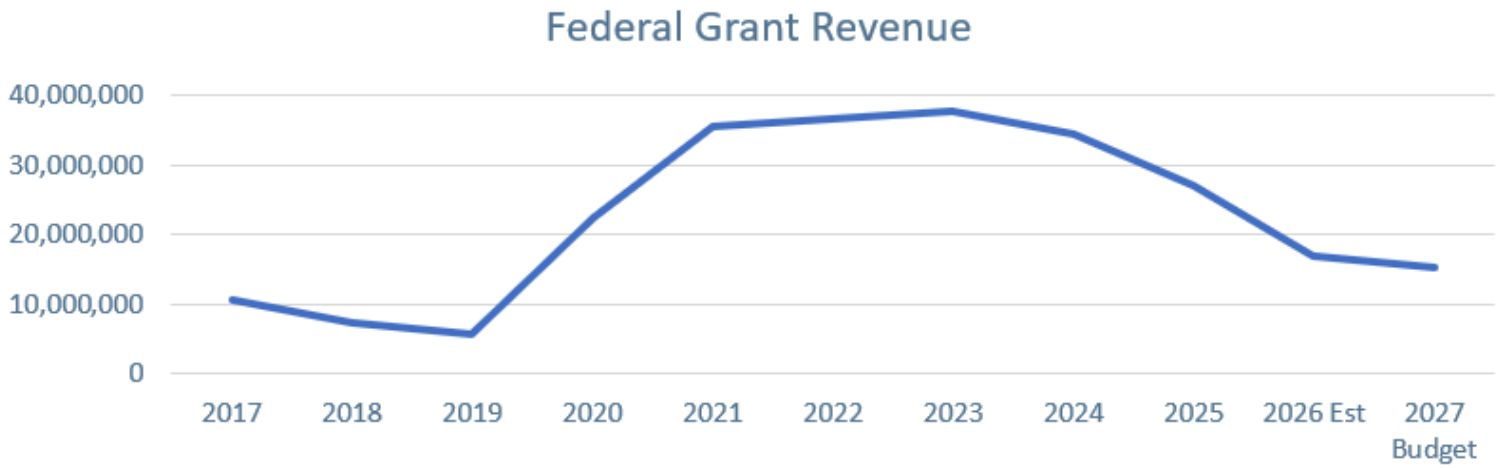
Fund	Department/Division	# of Positions	Position
General	Human Resources	1	Assistant HR Director
General	Planning/CE/CommDev	1	Comm. Code Enforcement Officer II
Inform. Tech.	IT	1	Assistant Network Admin
Inform. Tech.	IT	1	PW Systems Analyst
Amend Rec Center	PRPL	1	Facilities Maintenance Support II
Amend Rec Center	PRPL	1	Rec Event Specialist
Amend Rec Center	PRPL	1	Rec Facility Supervisor
Aviation and Transit	Airport	1	Airport Advert. & Mkting Specialist
Aviation and Transit	Airport	1	Equipment Oper/Maint Worker
PMD	PRPL	1	PRPL Equipment Op/Maint Worker
PRPL	PRPL	1	Arborist
Engineering	Public Works	1	Utility Locator
Engineering	Public Works	1	Traffic Analyst
Water	Public Works	2	Water Treatment Tech
Solid Waste	Public Works	1	Eq Operator Collections
Solid Waste	Public Works	1	Landfill Operator/Mechanic
Planning	Planning/CE/CommDev	1	TIF Coordinator
	Total Additional FTE	**18**	

Special Assessments

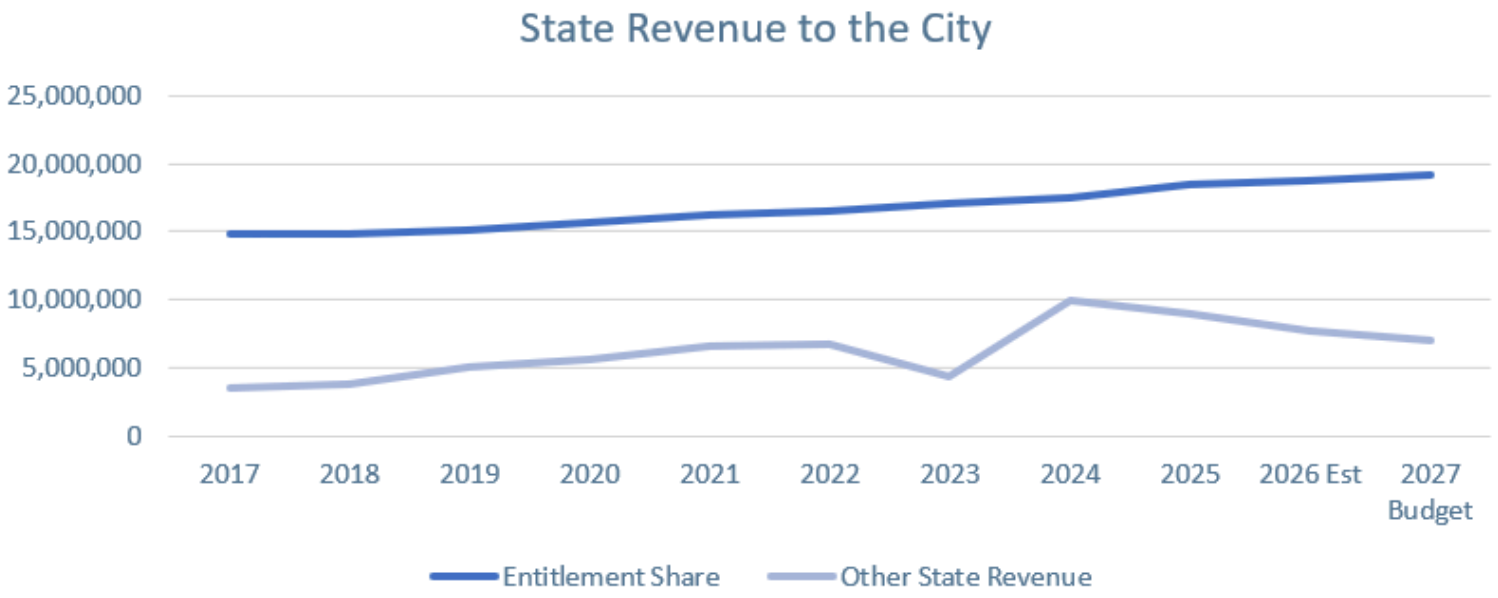
The City of Billings has multiple special assessment districts. Some are City-wide, while others are for small districts, for varied purposes. These districts are used to fund maintenance and operations of amenities that benefit the individual parcel. Some examples of districts are Park Maintenance Districts, Street Light Districts, and Street Maintenance District. The rising cost of labor, fuel, and utilities that are needed to maintain services within these districts require setting the rates high enough to cover these costs. The proposed budget is built upon an increase in Street Maintenance Assessments of 6.1%, an increase in Park Maintenance Districts of 6.6%, and an estimated increase in Street Light Maintenance Districts of 3.7%.

Intergovernmental Revenue

The City receives revenue from multiple sources to fund operations. These sources include revenue from both Federal and State government. As a percentage of the overall budget, the City receives approximately 9.5% funds from the State and Federal Government. This has been reducing towards pre-pandemic levels, and is projected to continue to decline as an overall share of the City's budget. The revenue from other governments can be found in the budget under the category "Intergovernmental". For FY27, the City is budgeting $44.5 million in intergovernmental revenue. This is a decrease of $2M over the FY26 budget. The decrease is largely a result of estimated grants revenue reduction in the Transit fund and the completion of a large portion of the Airport remodel. For FY27 the Federal revenues budgeted are $15.1 million.



The City also receives money from the State of Montana, titled State Entitlement Share. This is a collection of a variety of tax dollars levied by the State within our City and throughout Montana and redistributed to local governments around the State. This funding has grown slowly, typically not keeping up with wage growth or inflation. This is placing a greater burden on local taxpayers to pick up the difference. For FY27, the growth rate in entitlement share will be 2.9%, or $530k. The City of Billings uses entitlement share to fund General Fund, Public Safety, Library, Transit, and Street/Traffic Operating. The total State Entitlement share for FY27 will be $19.2 million. Other State revenue includes $4.3 million of Gas Tax, $1.1 million for 9-1-1, and $1.6 million in combined other grant funds for Transit, Legal, Police, Fire and Library.



Property Tax Revenue

In 2025 the State Legislature made significant changes to property tax laws across the State which included express legislative intent to supersede the City of Billings local charter (MCA 15-6-401(2)). In addition to these changes, the legislation provided direction to local governments on how to transition to the new tax formula with minimal impact.

MCA 15-6-401(4)(a) provides that a local taxing entity with a local mill levy limit authorized by voters may transition to a dollar-based mill levy equal to the property taxes assessed in fiscal year 2025, thereafter subject to the provisions of MCA 15-10-420(1)(a). Using this provision will allow the City of Billings to be taxed similar to every other local government in Montana. The FY27 budget is built assuming that Council will elect to transition the City of Billings' mills under MCA 15-6-401(4)(a), which will result in an estimated increase in property tax revenue of 2.95%.

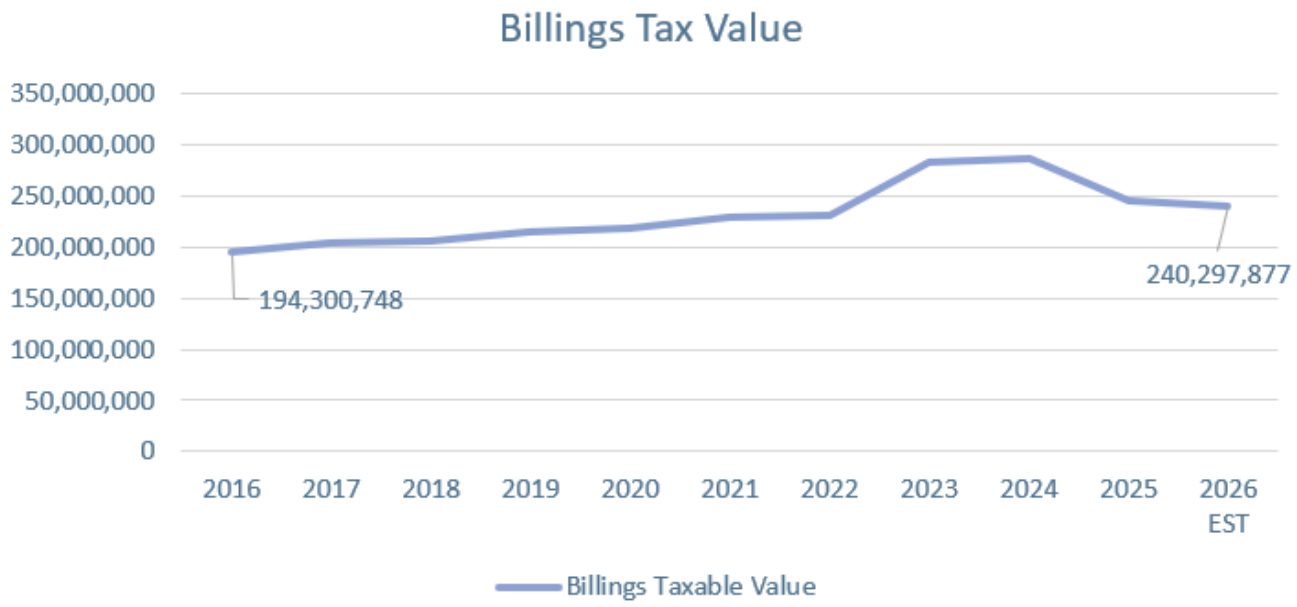
The projected number of mills needed, to both comply with 15-10-420 and the property tax legislation enacted in 2025 is estimated at 255.39 mills. In FY26, the City levied 244.39 mills. Actual change in the tax base will not be known until August. The increase in mills to be levied combined with the estimated reduction in the City's tax base will result in new tax revenue of approximately 2.95%, or $1.4 million in new tax revenue.

Based upon the estimated mills, the annual property tax on a median home, projected to be valued at $345,200, will be $670.02. This is an increase of $28.86 per year from FY26.

Number of Mills		
	FY2027	FY2026
General	90.77	86.71
Public Safety	139.69	133.43
Library	6.13	5.86
Transit	12.25	11.71
GO Bonds	6.55	6.68
Total Mills	255.39	244.39

Median Home Property Taxes			
	FY27	FY26	Change
General	$ 238.14	$ 227.49	$ 10.65
Public Safety	366.48	350.06	16.42
Library	16.08	15.37	0.71
Transit	32.14	30.72	1.42
General Obligation	17.18	17.53	(0.34)
Median Home Property Tax	$ 670.02	$ 641.16	$ 28.86

Over the past 10 years, the City of Billings' tax base has grown at an average rate of 2.4% per year, while the increase in market/assessed valuation has grown at an average of 8.0%. The State of Montana undertakes a reappraisal process every two years. The budget year of FY27 is not a reappraisal year, so not much movement in valuation is expected. However, the full implementation of the 2025 property tax legislation will occur, and as such, we're expecting a 2% reduction in taxable values for the City of Billings.



Projected total tax revenue in FY27 will increase by 2.95% when compared to FY26.

Total Tax Revenue

	FY27 Est	FY26 Billed	Inc/(Dec)
General Fund	20,365,463	19,809,207	556,256
Library	1,375,347	1,337,945	37,402
Transit	2,748,451	2,673,596	74,855
Public Safety	30,791,628	29,942,110	849,518
PS Crime Prevention	549,690	534,265	15,425
GO Library	789,759	762,580	27,179
Go Ballpark	679,821	762,583	-82,762
Total Tax Revenue	57,300,159	55,822,286	1,477,873

Marijuana Tax

The revenue from the excise tax from the sale of recreational and medical marijuana in Yellowstone County is expected to be about $733,000 for FY27. A portion of this is used to help fund the debt on the new city hall ($200,000) and the remainder is being used to add resources to the City's Public Safety Mill levy fund. This is a change from past years, when this tax revenue was directed to the resources associated with mental health and substance abuse.

The proposed budget allocates $549K from the 2021 Public Safety Mill Levy for crime prevention. The FY27 budget is recommending that the revenue from marijuana sales excise tax no longer be added to these mills, resulting in a reduction in the amount available for substance abuse and mental health of $353,941 in FY27.

The public safety operating expenses are increasing faster than property tax revenue increases, as such, this shift is recommended to help balance the FY27 budget.

General & Public Safety Funds (GFPS)

For FY27, we are assuming a growth in tax revenue of 2.95% in the General & Public Safety Funds. Total revenue in the GFPS funds is estimated to generate an additional $2.9 million in revenue. This is a function of increased tax revenue, increases in State Entitlements, and a one-time transfer in to offset some one-time expenses. Additionally, the overhead cost allocation charges to departments increased over the prior year, and estimated costs for the BUFSA charge to the County.

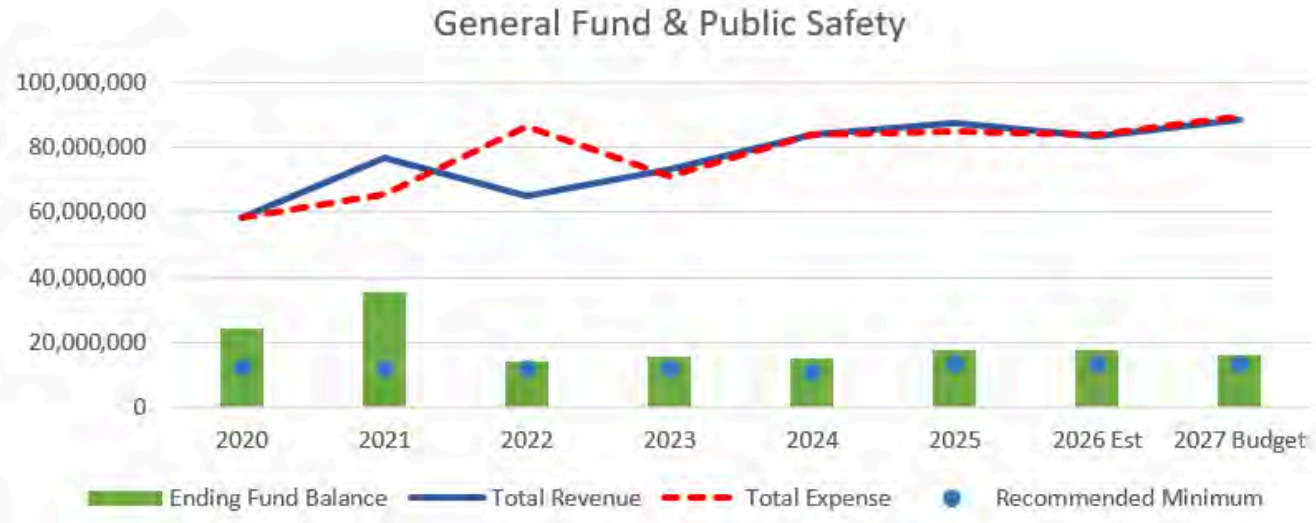
The FY27 budget estimates an ending fund balance that is $130K less than the recommended minimum reserve of $13.3 million. Some new tax revenue is likely to occur as a result of new construction, however no provisions for this have been made within the budget.
The transfer to the Parks Department, which is entirely out of the General Fund after the change was made in FY25, is recommended to increase by $207k compared to FY26. For FY27, the estimated transfer to PRPL is $7.2 million. This increase is recommended to help balance the budget consistent with expected increases in tax revenue.

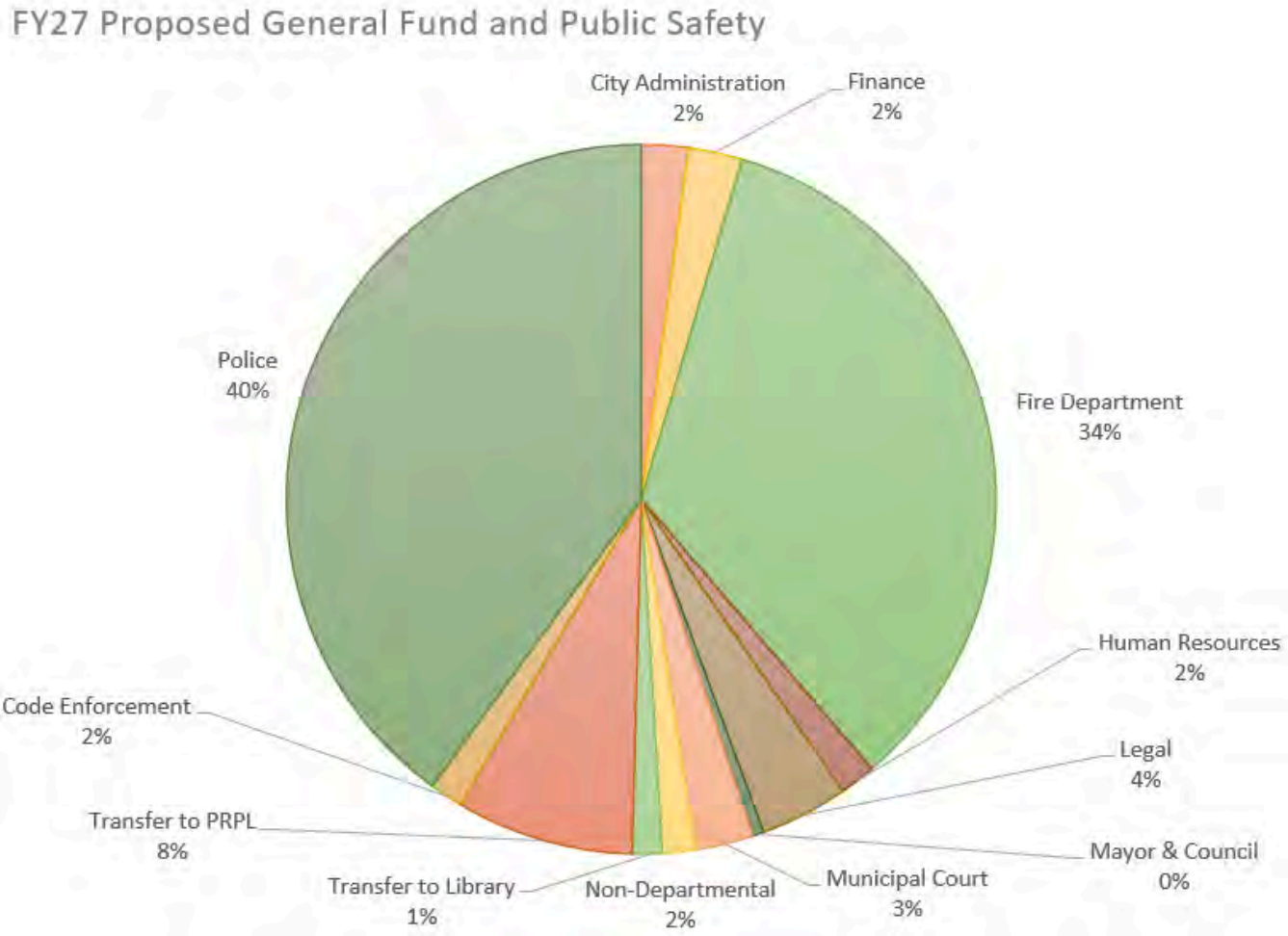
Revenue By Class

GFPS Revenue By Class	FY27 Proposed Budget	FY26 Adopted Budget	Budgeted Revenue Change
Taxes	56,891,668	55,204,208	1,687,460
Charge for Service	7,637,654	7,487,409	150,245
Fines And Forfeitures	1,345,150	1,338,400	6,750
Intergovernmental	19,514,732	18,839,604	675,128
Investment Earnings	313,374	234,526	78,848
License And Permits	1,624,998	2,014,395	-389,397
Miscellaneous	207,000	152,800	54,200
Transfers In	686,519	0	686,519
Revenue Total	88,221,095	85,271,342	2,949,753

Expenses By Department

Expenses by Department	FY27 Proposed Budget	FY26 Adopted Budget	Change
City Administration	1,914,600	2,463,201	-548,601
Finance	2,190,062	2,072,519	117,543
Fire Department	30,471,233	29,075,540	1,395,693
Human Resources	1,480,691	1,129,513	351,178
Legal	3,575,411	3,351,051	224,360
Mayor & Council	442,722	467,713	-24,991
Municipal Court	2,365,349	2,232,552	132,797
Non-Departmental	1,350,060	1,977,098	-627,038
Transfer to Library	1,211,824	1,392,818	-180,994
Transfer to PRPL	7,235,188	7,027,866	207,322
Code Enforcement	1,351,253	1,229,951	121,302
Police	35,687,569	33,169,009	2,518,560
Total	**$ 89,275,962**	**$ 85,588,831**	**$ 3,687,131**


General Fund & Public Safety
100,000,000
80,000,000
60,000,000
40,000,000
20,000,000
0
2020
2021
2022
2023
2024
2025
2026 Est
2027 Budget
Ending Fund Balance
Total Revenue
Total Expense
Recommended Minimum


FY27 Proposed General Fund and Public Safety
City Administration 2%
Finance 2%
Police 40%
Fire Department 34%
Human Resources 2%
Code Enforcement 2%
Legal 4%
Transfer to PRPL 8%
Mayor & Council 0%
Transfer to Library 1%
Non-Departmental 2%
Municipal Court 3%

Parks, Recreation, and Public Land Funding

The proposed FY27 budget includes a recommended increase in the total transfer to the Parks and Recreation Operating Fund. The proposed budget includes a transfer from the General Fund at $7.2 million, an increase of $207k over the prior year. This increased transfer will result in some ability to maintain PRPL services at their current level.

Property Taxes, Assessments, and Utility Bills

The FY27 budget is based upon a 2.95% increase in property tax revenues, proposed increases in storm and street assessments, and utility rates. The median home value in Billings is estimated to be approximately $345,200.

FY2027 Tax Revenue Assumptions		
Median Home Value	$	345,200
Assumed Value of 1 mill	$	228,191
Annual Cost of 1 mill for the Median Home	$	2.62

Overall, when looking at the City as a whole, the median residential property owner would see an increase in taxes and assessments of $42.05 per year over the prior year. This is a result of State legislation that will reduce the taxable value of primary residential properties, combined with an increase in the total number of mills to be levied. The utility rates for residential properties for Water and Wastewater were adopted last year with the proposed increase averaging from 2-3%. Solid Waste, Stormwater, and Street Maintenance are proposed to increase in FY27 as well. Many of these rates were held at 0% in FY26.

Number of Mills		
	FY2027	FY2026
General	90.77	86.71
Public Safety	139.69	133.43
Library	6.13	5.86
Transit	12.25	11.71
GO Bonds	6.55	6.68
Total Mills	255.39	244.39

This increase in mills, assumed increase in the median home value, and the reduced taxable value rates will combine to impact the median home in Billings with an estimated tax increase of $28.86/year on the Billings portion of their tax bill.

The City has one citywide special district for street maintenance. Special districts are used to provide funding for their specific purposes. Rates for these districts are set by City Council and assessed to all properties within the City. The proposed budget anticipates a 6.1% increase in the Street Maintenance Assessment.

The City Council has identified the need for continued investment in the Stormwater system within Billings. Significant investment to reduce flooding caused by storms is needed. As such, the proposed budget includes an estimated increase in the monthly Stormwater charge of $1.15.

Rates for Water and Wastewater were approved last year with an average residential increase of 2% and 3% respectively. Solid Waste is proposed to increase a residential property's bill by $1.25/month. All these rates, except Stormwater were held flat in FY26.

Median Home Property Taxes (Annual)			
	FY27	FY26	Change
General	$ 238.14	$ 227.49	$ 10.65
Public Safety	366.48	350.06	16.42
Library	16.08	15.37	0.71
Transit	32.14	30.72	1.42
General Obligation	17.18	17.53	(0.34)
Median Home Property Tax	$ 670.02	$ 641.16	$ 28.86
Street Maintenance District	229.44	216.25	13.19
Total Special Assessments	229.44	216.25	13.19
Total Taxes and Assessments	**899.46**	**857.41**	**42.05**
Average Home Monthly Utility Bill			
	FY2027	FY2026	Change
Water	48.71	47.71	1.00
Wastewater	31.80	30.85	0.95
Solid Waste	15.75	14.50	1.25
Storm Sewer	9.96	8.81	1.15
Monthly Utility Bill	106.22	101.87	4.35

Conclusion

As we navigate the complexities of budgeting and the legislative impacts on our property tax system, we are mindful of the varying perspectives within our community. We recognize that there are differing opinions on how to best prioritize resources and allocate funds. However, we remain committed to transparency, accountability, and collaboration as we work together to build a stronger, more resilient Billings.

In closing, I would like to express my gratitude to each of you for your dedication and service to our city. Your leadership and guidance are instrumental in shaping the future of Billings, and I am confident that, together, we can overcome any challenges and seize the opportunities that lie ahead.

Respectfully,

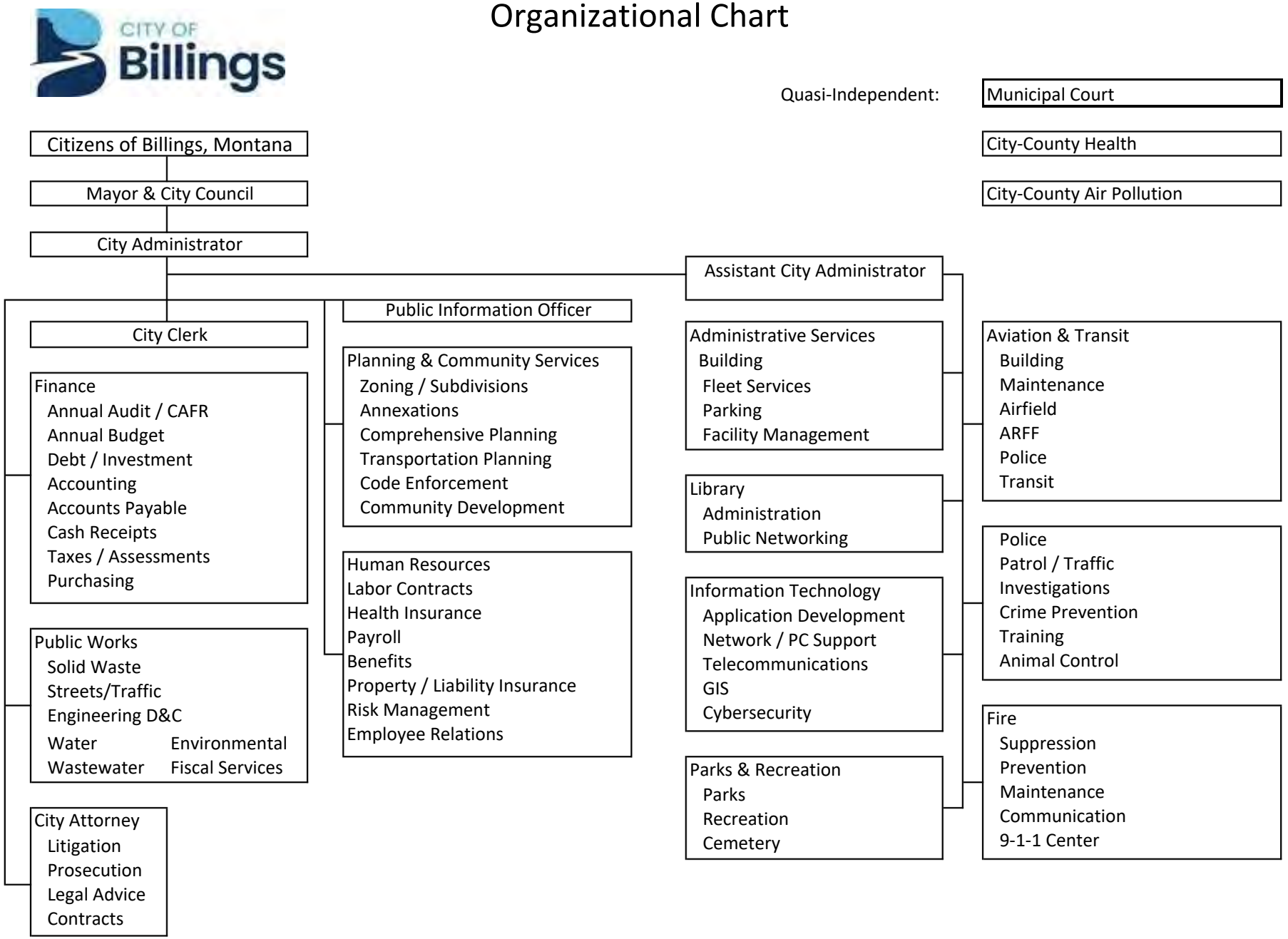
Chris Kukulski, City Administrator

Andrew Zoeller, Finance Director



CITY ORGANIZATIONAL CHART

City of Billings, Montana
Organizational Chart



City of Billings, Montana
Official Roster

Mayor
Mike Nelson

Council Members

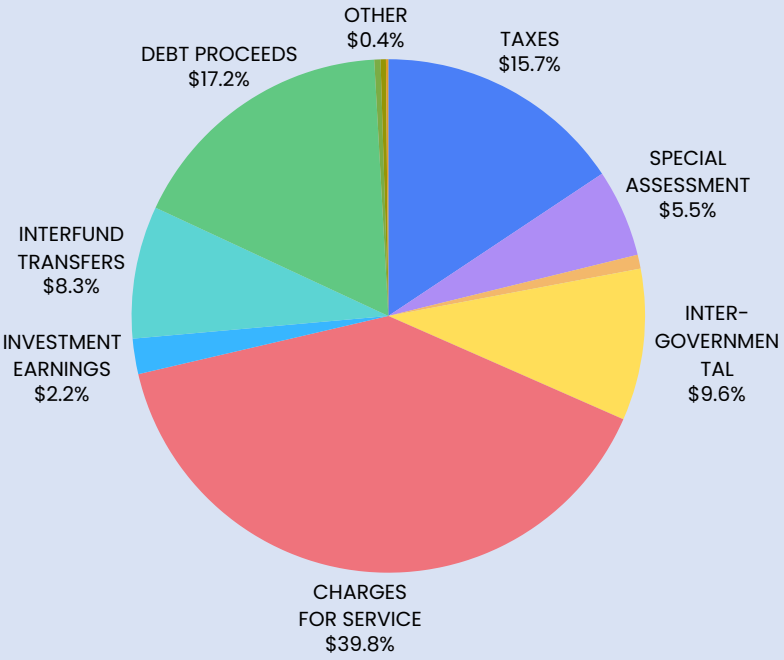
Mark Nicholson	Ward One	Kendra Shaw
Denis Pitman	Ward Two	Roy Neese
Amy Aguirre	Ward Three	Bill Kennedy
Andrew Lindley	Ward Four	Scott Aspenlieder
Tony O'Donnell	Ward Five	Mike Boyett

Fiscal Year 2027 Budget Calendar for the City of Billings	
Jan-23	Budget Module Ready for Input of Revenue, O&M, and Capital Payroll and Staffing Estimates are sent to departments
Feb-04	Cost Allocation to Departments, IT Charges for Services, Facilities Charges for Services. Estimates for Telephone, Utilities, Fuel, Parking, Postage and Duplication are sent to Departments
Feb-11	Return Personnel Changes to HR. Departments, Receive Fleet charges
Feb-18	Personnel costs are uploaded into the budget module
Feb-25	Revenue projections are due
Mar-02	Budget module is closed for input
Mar-06	Requested Budget is Compiled
Mar-09	Departmental Budget Overview due to Finance
Mar-13	Department Goals due to Finance
Mar-18	Goals, Overview, and Requested Budget to City Administrator
3/19-3/31	Department Meetings with City Administrator
6-Apr	Review Preliminary Budget Decisions. Balance City Budget
10-Apr	Final Department Overview Due to Finance
15-Apr	City Council Budget & Finance Committee Review
17-Apr	Produce Budget Overview Presentation, Review Fund Projections
1-May	Preliminary Budget Overview, Fees/Assessment Information to Steve
12-May	Budget and Fee Assessment Public Hearing Notice to City Clerk
9-Jun	Preliminary Budget and Fee/Assessment Resolutions to City Clerk
5/4-6/2	Departmental Presentations to Council
22-Jun	Public Hearing on Budget and Fees/Assessments. Adopt Final Budget. Adopt Fees and Rates, Adopt Special Assessment Changes & Levies
14-Sep	Resolution to set remaining Fees and Levy

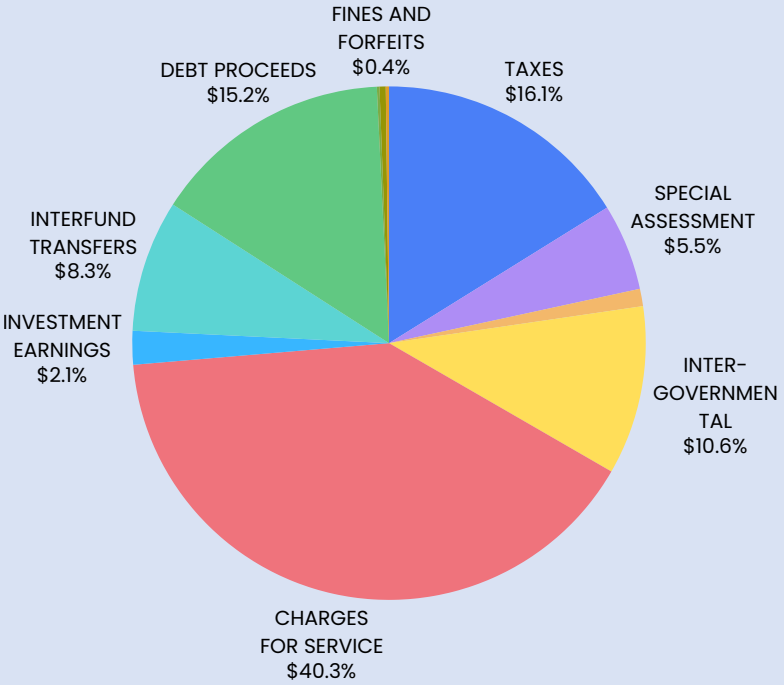
CITYWIDE SUMMARY

CITYWIDE
SUMMARY OF REVENUES

Fiscal Year 2027

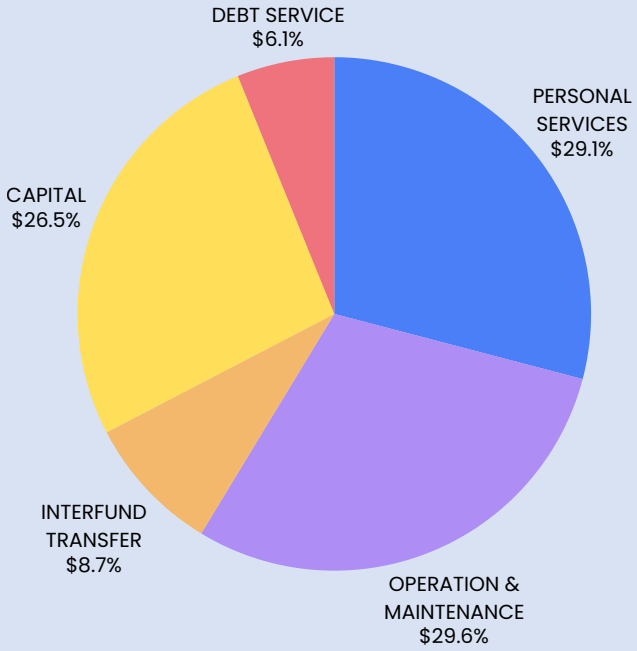


Fiscal Year 2026

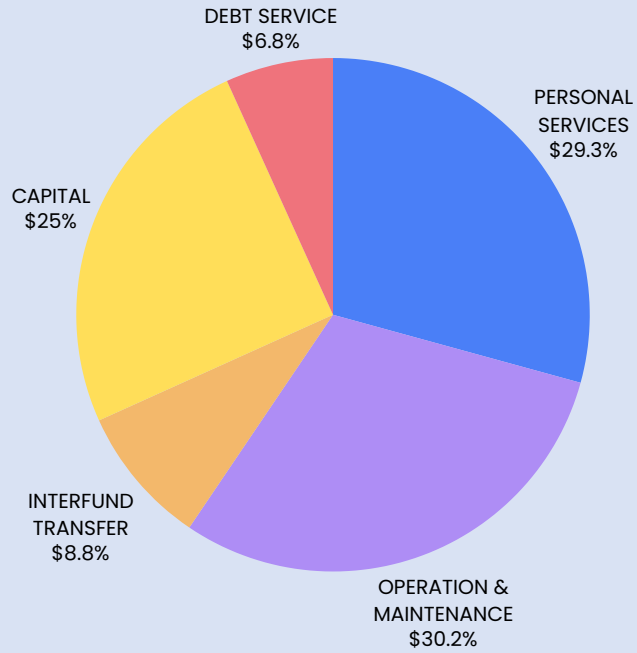


CITYWIDE
SUMMARY OF EXPENDITURES

Fiscal Year 2027



Fiscal Year 2026



SUMMARY
ALL FUNDS
OPERATING BUDGET
FY 27

	GENERAL	SPECIAL REVENUE	DEBT SERVICE	CAPITAL PROJECTS	ENTERPRISE	INTERNAL SERVICE	PERMANENT
FUND BALANCE - BEGINNING	$ 14,279,475	$ 90,483,660	$ 7,811,034	$ 11,642,048			$ 898,107
WORKING CAPITAL - BEGINNING					$ 69,494,934	$ 18,247,955	
REVENUES:							
TAXES	$ 24,233,919	$ 43,800,674	$ 1,702,580	$ -	$ 3,203,348	$ -	$ -
SPECIAL ASSESSMENTS	-	23,819,691	1,715,000	-	-	139,000	-
LICENSES & PERMITS	1,587,998	2,393,000	-	-	7,200	96,900	-
INTER-GOVERNMENTAL	14,402,974	17,911,941	-	-	12,188,889	-	-
CHARGES FOR SERVICE	4,026,954	29,771,252	-	-	112,840,557	38,597,287	27,000
FINES & FORFEITS	1,293,000	116,450	-	-	155,650	-	-
INVESTMENT EARNINGS	278,704	3,341,994	105,004	337,667	5,468,508	820,212	39,337
DONATIONS / CONTRIBUTIONS	-	690,500	-	-	-	-	-
INTERFUND TRANSFERS	-	34,277,419	2,069,056	2,468,583	45,950	-	-
DEBT PROCEEDS	-	22,500,000	-	3,609,250	54,000,000	-	-
MISCELLANEOUS	-	1,655,117	-	2,901	164,300	-	-
TOTAL REVENUES	$ 45,823,549	$ 180,278,038	$ 5,591,640	$ 6,418,401	$ 188,074,402	$ 39,653,399	$ 66,337
EXPENDITURES:							
PERSONAL SERVICES	$ 9,236,371	$ 74,523,729	$ -	$ -	$ 34,987,185	$ 11,278,626	$ -
OPERATION & MAINTENANCE	4,059,887	52,669,947	45,300	116,129	42,560,852	32,829,211	-
CAPITAL	43,802	39,251,543	-	4,165,241	74,341,251	681,701	-
DEBT SERVICE	-	4,842,931	5,058,017	223,500	17,287,759	-	-
INTERFUND TRANSFERS	33,591,766	4,512,723	16,000	686,519	-	-	54,000
TOTAL EXPENDITURES	$ 46,931,826	$ 175,800,873	$ 5,119,317	$ 5,191,389	$ 169,177,047	$ 44,789,538	$ 54,000
FUND BALANCE - ENDING	$ 13,171,198	$ 94,960,825	$ 8,283,357	$ 12,869,060			$ 910,444
WORKING CAPITAL NOT BUDGETED					-	-	
WORKING CAPITAL - ENDING					$ 88,392,289	$ 13,111,816	
LESS OPERATING RESERVE					16,599,994	4,557,118	
LESS BOND/LOAN RESERVE REQUIREMENTS					5,106,039	-	
AVAILABLE WORKING CAPITAL					$ 66,686,256	$ 8,554,698	

SUMMARY
ALL FUNDS
OPERATING BUDGET
FY 27

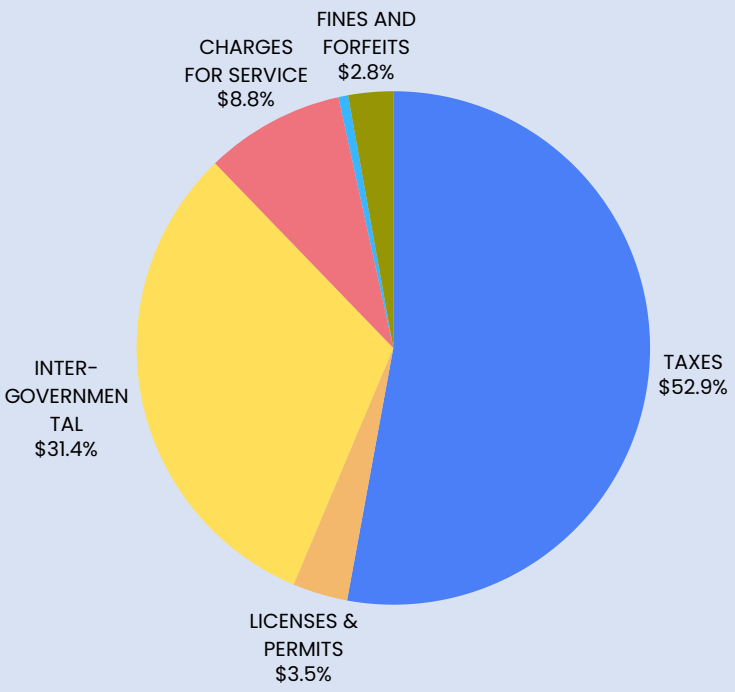
	BUDGET FY 27	BUDGET FY 26	INCREASE (DECREASE)	ACTUAL FY 25
FUND BALANCE - BEGINNING	$ 125,114,324	$ 108,220,185	$ 16,894,139	$ 125,615,227
WORKING CAPITAL - BEGINNING	$ 87,742,889	$ 145,622,804	$ (57,879,915)	$ 233,445,658
REVENUES:				
TAXES	$ 72,940,521	$ 70,629,199	$ 2,311,322	$ 80,388,281
SPECIAL ASSESSMENTS	25,673,691	22,117,875	3,555,816	45,303,051
LICENSES & PERMITS	4,085,098	4,753,445	(668,347)	9,235,823
INTER-GOVERNMENTAL	44,503,804	46,402,760	(1,898,956)	71,067,870
CHARGES FOR SERVICE	185,263,050	175,854,967	9,408,083	185,048,854
FINES & FORFEITS	1,565,100	1,700,400	(135,300)	2,160,508
INVESTMENT EARNINGS	10,391,426	9,233,298	1,158,128	30,875,589
DONATIONS / CONTRIBUTIONS	690,500	881,570	(191,070)	577,913
INTERFUND TRANSFERS	38,861,008	36,222,531	2,638,477	58,809,655
DEBT PROCEEDS	80,109,250	66,136,033	13,973,217	10,202,650
MISCELLANEOUS	1,822,318	724,070	1,098,248	7,298,748
TOTAL REVENUES	$ 465,905,766	$ 434,656,148	$ 31,249,618	$ 500,968,942
EXPENDITURES:				
PERSONAL SERVICES	$ 130,025,911	$ 123,498,041	$ 6,527,870	$ 115,501,095
OPERATION & MAINTENANCE	132,281,326	127,380,379	4,900,947	109,707,867
CAPITAL	118,483,538	105,384,838	13,098,700	116,049,138
DEBT SERVICE	27,412,207	28,598,335	(1,186,128)	21,367,378
INTERFUND TRANSFERS	38,861,008	37,111,234	1,749,774	45,542,115
TOTAL EXPENDITURES	$ 447,063,990	$ 421,972,827	$ 25,091,163	$ 408,167,593
FUND BALANCE - ENDING	$ 130,194,884	$ 101,168,222	$ 29,026,662	$ 224,815,498
WORKING CAPITAL NOT BUDGETED	-	-	-	9,936,093
WORKING CAPITAL - ENDING	$ 101,504,105	$ 85,941,619	$ 15,562,486	$ 236,982,829
LESS OPERATING RESERVE	21,157,112	19,394,557	1,762,555	17,355,749
LESS BOND/LOAN RESERVE REQUIREMENTS	5,106,039	5,255,000	(148,961)	17,879,550
AVAILABLE WORKING CAPITAL	$ 75,240,954	$ 61,292,062	$ 13,948,892	$ 201,747,530

FUND PAGES

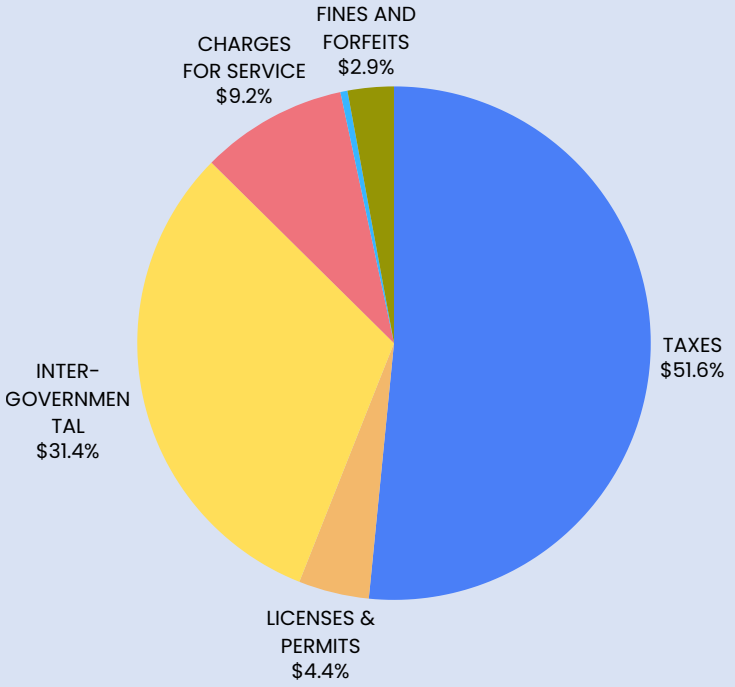
GENERAL FUND

GENERAL FUND
SUMMARY OF REVENUES

Fiscal Year 2027

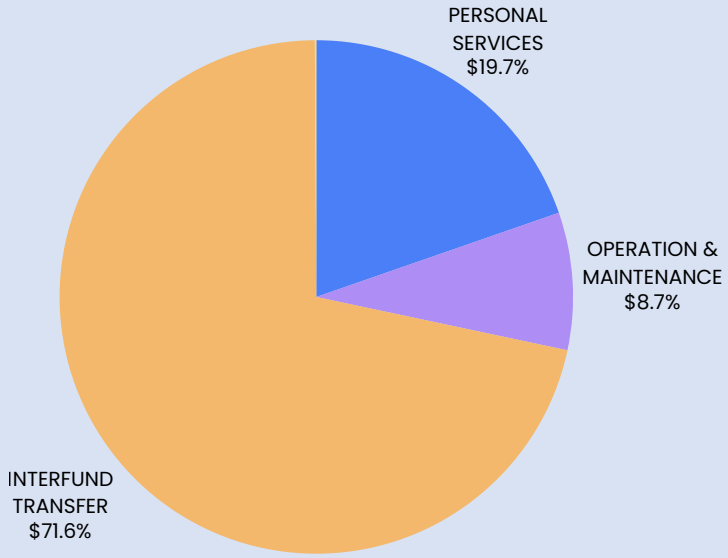


Fiscal Year 2026

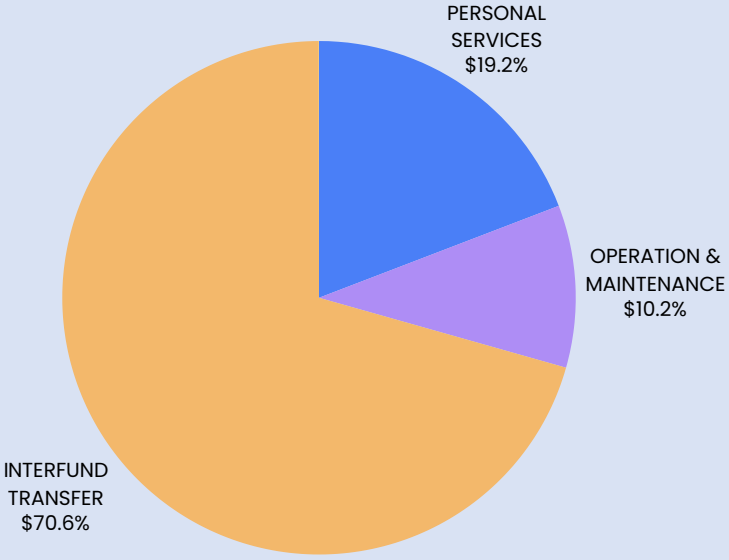


GENERAL FUND
SUMMARY OF EXPENDITURES

Fiscal Year 2027



Fiscal Year 2026



GENERAL OPERATING FUND
SUMMARY
OPERATING BUDGET
FY26

	PROPOSED BUDGET FY 27	PROPOSED BUDGET FY 26	INCREASE (DECREASE)	ACTUAL FY 25
FUND BALANCE - BEGINNING	**$ 14,279,475**	**$ 12,929,744**	**$ 1,349,731**	**$ 11,664,202**
REVENUES:				
TAXES	$ 24,233,919	$ 22,950,496	$ 1,283,423	$ 22,838,371
SPECIAL ASSESSMENTS	-	-	-	-
LICENSES & PERMITS	1,587,998	1,977,395	(389,397)	2,040,040
INTER-GOVERNMENTAL	14,402,974	13,976,215	426,759	14,293,796
CHARGES FOR SERVICE	4,026,954	4,110,149	(83,195)	3,759,901
FINES & FORFEITS	1,293,000	1,293,000	-	1,334,830
INVESTMENT EARNINGS	278,704	199,074	79,630	275,680
INTERFUND TRANSFERS	-	-	-	789,227
MISCELLANEOUS	-	-	-	8,776
TOTAL REVENUES	**$ 45,823,549**	**$ 44,506,329**	**$ 1,317,220**	**$ 45,340,621**
EXPENDITURES:				
PERSONAL SERVICES	$ 9,236,371	$ 8,537,442	$ 698,929	$ 7,976,932
OPERATION & MAINTENANCE	4,059,887	4,550,232	(490,345)	3,483,691
CAPITAL	43,802	7,371	36,431	107,968
INTERFUND TRANSFERS	33,591,766	31,434,783	2,156,983	32,009,271
TOTAL EXPENDITURES	**$ 46,931,826**	**$ 44,529,828**	**$ 2,401,998**	**$ 43,577,862**
FUND BALANCE - ENDING	**$ 13,171,198**	**$ 12,906,245**	**$ 264,953**	**$ 13,426,961**

GENERAL OPERATING FUND
OPERATING BUDGET

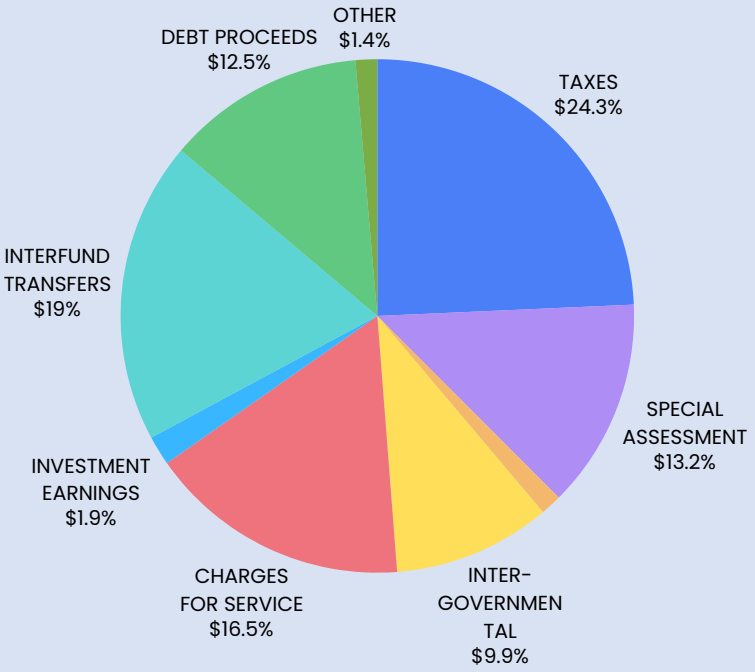
FUND 0100

	ACTUAL FY 24	ACTUAL FY 25	BUDGET FY 26	ESTIMATE FY 26	PROPOSED FY 27
FUND BALANCE BEGINNING	**$ 12,754,877**	**$ 11,664,202**	**$ 12,929,744**	**$ 13,401,169**	**$ 14,279,475**
REVENUES:					
TAXES	$ 22,520,871	$ 22,838,371	$ 22,950,496	$ 22,831,981	$ 24,233,919
SPECIAL ASSESSMENTS	11,650	-	-	-	-
LICENSES & PERMITS	1,894,997	2,040,040	1,977,395	2,079,251	1,587,998
INTER-GOVERNMENTAL	13,435,078	14,293,796	13,976,215	13,796,200	14,402,974
CHARGES FOR SERVICE	4,670,316	3,759,901	4,110,149	3,732,210	4,026,954
FINES & FORFEITS	1,325,069	1,334,830	1,293,000	1,377,312	1,293,000
INVESTMENT EARNINGS	268,757	275,680	199,074	179,509	278,704
CONTRIBUTIONS / DONATIONS		-			
INTERFUND TRANSFERS	45,059	789,227	-	-	-
DEBT PROCEEDS					
MISCELLANEOUS	18,673	8,776	-	13,330	-
TOTAL REVENUE	**$ 44,190,470**	**$ 45,340,621**	**$ 44,506,329**	**$ 44,009,793**	**$ 45,823,549**
EXPENDITURES:					
MAYOR AND CITY COUNCIL	$ 310,397	$ 393,870	$ 467,713	$ 454,057	$ 442,722
CITY ADMINISTRATOR	1,240,904	1,329,442	1,313,201	1,224,784	1,481,600
HUMAN RESOURCES	972,468	1,055,773	1,129,513	1,104,893	1,480,691
CITY ATTORNEY	2,557,939	2,892,294	3,351,051	2,572,337	3,575,411
MUNICIPAL COURT	1,865,544	2,172,211	2,232,552	2,170,311	2,365,349
FINANCE	2,080,227	1,978,187	2,072,519	1,973,458	2,190,062
CODE ENFORCEMENT	1,040,027	1,046,466	1,229,951	1,098,947	1,351,253
PARKS, RECREATION AND PUBLIC LANDS	5,195,940	41,599		-	
NON-DEPARTMENTAL	30,017,699	32,668,022	32,733,328	32,532,700	34,044,738
TOTAL EXPENDITURES	**$ 45,281,145**	**$ 43,577,864**	**$ 44,529,828**	**$ 43,131,487**	**$ 46,931,826**
PRIOR PERIOD ADJUSTMENT	$ -	$ (25,790)	$ -	$ -	$ -
FUND BALANCE ENDING	**$ 11,664,202**	**$ 13,401,169**	**$ 11,018,944**	**$ 14,279,475**	**$ 13,171,198**
LESS:					
NONSPENDABLE	**-**	**-**	**-**	-	-
RESTRICTED	-	-	-	-	-
COMMITTED	11,826,034	11,826,034	12,795,472	12,795,472	13,301,262
ASSIGNED	-	-	-	-	-
UNASSIGNED	**$ (161,832)**	**$ 1,575,135**	**$ (1,776,528)**	**$ 1,484,003**	**$ (130,064)**

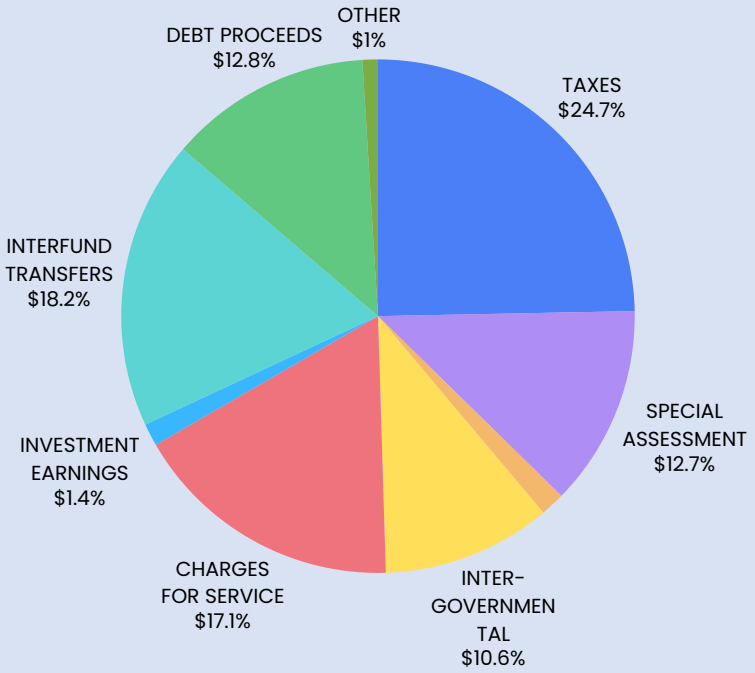
SPECIAL REVENUE FUNDS

SPECIAL REVENUE FUNDS
SUMMARY OF REVENUES

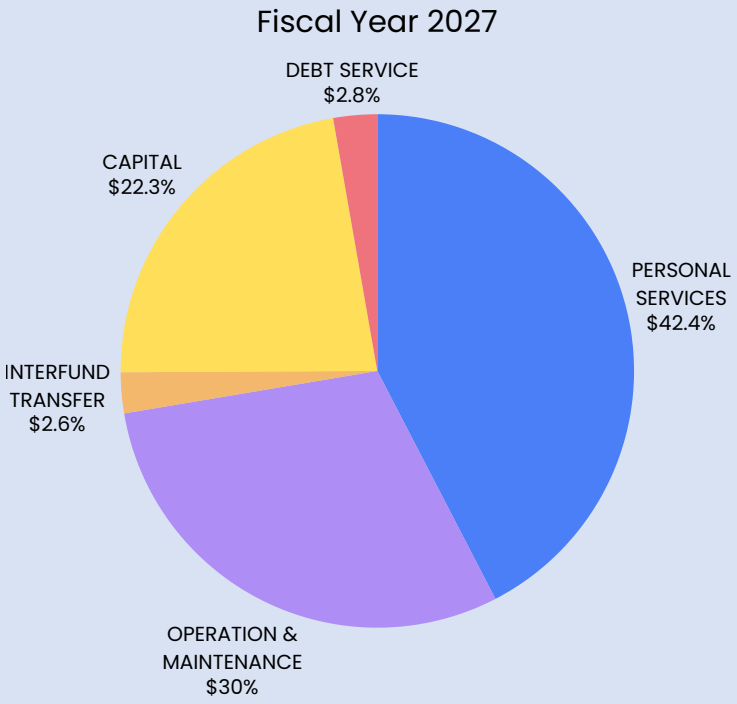
Fiscal Year 2027

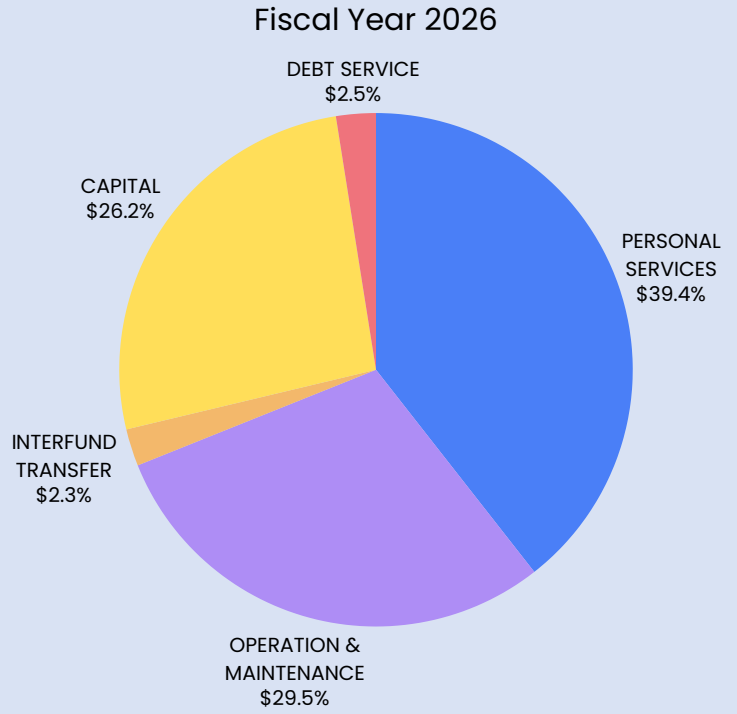


Fiscal Year 2026



SPECIAL REVENUE FUNDS
SUMMARY OF EXPENDITURES





SPECIAL REVENUE FUNDS
SUMMARY
OPERATING BUDGET
FY 27

	PUBLIC SAFETY	SOUTH TAX INCREMENT	EAST TAX INCREMENT	NORTH 27th STREET TAX INCREMENT	GAS TAX	BUILDING INSPECTION	STREET & TRAFFIC	ANTI GRAFFITTI	FIRE PROGRAMS
FUND BALANCE - BEGINNING	**$ 5,295,558**	**$ 10,534,693**	**$ 1,875,016**	**$ 3,700,241**	**$ 3,589,092**	**$ 6,185,833**	**$ 7,710,386**	**$ 10,225**	**$ 154,912**
REVENUE:									
TAXES	$ 32,657,749	$ 5,187,862	$ 869,245	$ 2,787,230	$ -	$ -	$ -	$ -	$ -
SPECIAL ASSESSMENTS	-	-	-	-	-	-	-	-	-
LICENSES & PERMITS	37,000	-	-	-	-	2,259,000	-	-	-
INTER-GOVERNMENTAL	5,111,758	355,360	211,630	330,801	4,300,000	-	257,764	-	50,000
CHARGES FOR SERVICE	3,610,700	-	-	-	-	-	12,499,403	-	-
FINES & FORFEITS	52,150	-	-	-	-	-	-	500	-
INVESTMENT EARNINGS	34,670	197,768	83,924	329,896	500,000	211,256	160,000	-	14,438
CONTRIBUTIONS / DONATIONS	-	-	-	-	35,000	-	-	2,500	-
INTERFUND TRANSFERS	24,934,185	-	-	-	-	-	-	-	-
DEBT PROCEEDS	-	10,000,000	-	-	-	-	-	-	-
MISCELLANEOUS	207,000	-	-	-	-	1,000	75,000	-	-
TOTAL REVENUE	**$ 66,645,212**	**$ 15,740,990**	**$ 1,164,799**	**$ 3,447,927**	**$ 4,835,000**	**$ 2,471,256**	**$ 12,992,167**	**$ 3,000**	**$ 64,438**
EXPENDITURES:									
PERSONAL SERVICES	$ 52,466,051	$ -	$ -	$ -	$ -	$ 2,172,161	$ 6,316,152	$ -	$ 5,000
OPERATION & MAINTENANCE	10,902,354	1,827,268	1,258,776	1,828,945	316,497	787,171	6,121,672	3,469	94,000
CAPITAL	1,065,406	10,559,800	-	-	5,378,000	20,000	1,219,337	-	-
DEBT SERVICE	-	3,143,885	461,234	1,237,812	-	-	-	-	-
INTERFUND TRANSFERS	2,157,991	21,483	-	45,950	-	-	-	-	-
TOTAL EXPENDITURES	**$ 66,591,802**	**$ 15,552,436**	**$ 1,720,010**	**$ 3,112,707**	**$ 5,694,497**	**$ 2,979,332**	**$ 13,657,161**	**$ 3,469**	**$ 99,000**
FUND BALANCE ENDING	**$ 5,348,968**	**$ 10,723,247**	**$ 1,319,805**	**$ 4,035,461**	**$ 2,729,595**	**$ 5,677,757**	**$ 7,045,392**	**$ 9,756**	**$ 120,350**

SPECIAL REVENUE FUNDS
SUMMARY
OPERATING BUDGET
FY 27

	EOC 9-1-1	CITY COUNTY PLANNING	CITY ATTORNEY GRANTS	MUNCIPAL COURT GRANTS	POLICE PROGRAMS	CITY COUNTY LIBRARY	COMMUNITY DEVELOPMENT GRANTS	PARK PROGRAMS	DOWNTOWN REVOLVING LOAN PGM	CEMETERY IMPROVE-MENT
FUND BALANCE - BEGINNING	**$ 1,647,779**	**$ 2,254,998**	**$ -**	**$ 22,808**	**$ 1,264,913**	**$ 5,504,692**	**$ 733,079**	**$ 2,122,126**	**$ 2,168,526**	**$ 133,018**
REVENUE:										
TAXES	$ -	$ 695,569	$ -	$ -	$ -	$ 1,603,019		$ -	$ -	$ -
SPECIAL ASSESSMENTS	-	-	-	-	-	-	-	-	-	-
LICENSES & PERMITS	-	90,000	-	-	-	-	-	-	-	-
INTER-GOVERNMENTAL	1,112,010	1,259,293	257,783	247,888	1,306,458	1,729,298	1,321,898	-	-	-
CHARGES FOR SERVICE	-	533,591	-	-	295,743	15,400	15,000	5,290	-	32,000
FINES & FORFEITS	-	-	46,000	-	-	17,800	-	-	-	-
INVESTMENT EARNINGS	141,649	57,368	-	-	21,253	167,181	5,161	119,849	87,459	3,597
CONTRIBUTIONS / DONATIONS	-	-	-	-	60,000	109,000	-	144,000	-	-
INTERFUND TRANSFERS	-	100,000	500,669	-	149,500	1,211,824	42,343	4,710	-	-
DEBT PROCEEDS	-	-	-	-	-	-	-	-	-	-
MISCELLANEOUS	-	-	-	-	-	43,550	1,207,467	-	115,000	-
TOTAL REVENUE	**$ 1,253,659**	**$ 2,735,821**	**$ 804,452**	**$ 247,888**	**$ 1,832,954**	**$ 4,897,072**	**$ 2,591,869**	**$ 273,849**	**$ 202,459**	**$ 35,597**
EXPENDITURES:										
PERSONAL SERVICES	$ 232,713	$ 1,840,339	$ 802,682	$ 167,017	$ 904,401	$ 3,286,722	$ 507,619	$ -	$ -	$ -
OPERATION & MAINTENANCE	1,220,657	879,782	1,770	80,871	436,400	2,307,114	2,080,499	83,546	801,559	-
CAPITAL	100,000	-	-	-	495,000	-	-	190,000	-	130,000
DEBT SERVICE	-	-	-	-	-	-	-	-	-	-
INTERFUND TRANSFERS	-	2,144	-	-	-	33,147	-	-	-	-
TOTAL EXPENDITURES	**$ 1,553,370**	**$ 2,722,265**	**$ 804,452**	**$ 247,888**	**$ 1,835,801**	**$ 5,626,983**	**$ 2,588,118**	**$ 273,546**	**$ 801,559**	**$ 130,000**
FUND BALANCE ENDING	**$ 1,348,068**	**$ 2,268,554**	**$ -**	**$ 22,808**	**$ 1,262,066**	**$ 4,774,781**	**$ 736,830**	**$ 2,122,429**	**$ 1,569,426**	**$ 38,615**

SPECIAL REVENUE FUNDS
SUMMARY
OPERATING BUDGET
FY 27

	BIKE PATH/ TRAIL DONATIONS	ANIMAL CONTROL DONATIONS	STREET MAINTENANCE DISTRICTS	STREET LIGHT MAINT DISTRICTS	STORM SEWER	PARK MAINT. DISTRICTS	PRPL OPERATIONS	AMEND PARK	BALLFIELD STADIUM DONATIONS
FUND BALANCE - BEGINNING	**$ 54,379**	**$ 26,053**	**$ 18,102,197**	**$ 2,615,492**	**$ 7,178,458**	**$ 3,675,675**	**$ 2,438,178**	**$ 212,709**	**$ 315,057**
REVENUE:									
TAXES	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
SPECIAL ASSESSMENTS	-	-	19,048,000	2,873,947	-	1,787,869	-	-	-
LICENSES & PERMITS	-	-	-	-	-	-	7,000	-	-
INTER-GOVERNMENTAL	-	-	-	-	-	-	60,000	-	-
CHARGES FOR SERVICE	-	-	-	-	10,683,000	-	1,984,925	21,200	-
FINES & FORFEITS	-	-	-	-	-	-	-	-	-
INVESTMENT EARNINGS	-	1,106	635,000	120,000	220,900	115,699	75,706	9,449	19,297
CONTRIBUTIONS / DONATIONS	20,000	-	-	-	-	-	255,000	-	65,000
INTERFUND TRANSFERS	-	-	-	-	-	-	7,304,188	-	-
DEBT PROCEEDS	-	-	-	-	12,500,000	-	-	-	-
MISCELLANEOUS	-	-	-	-	6,100	-	-	-	-
TOTAL REVENUE	**$ 20,000**	**$ 1,106**	**$ 19,683,000**	**$ 2,993,947**	**$ 23,410,000**	**$ 1,903,568**	**$ 9,686,819**	**$ 30,649**	**$ 84,297**
EXPENDITURES:									
PERSONAL SERVICES	$ -	$ -	$ -	$ -	$ -	$ -	$ 5,822,872	$ -	$ -
OPERATION & MAINTENANCE	-	-	10,530,694	3,176,065	3,171,982	1,607,584	2,505,952	23,599	7,275
CAPITAL	20,000	-	11,272,000	-	7,659,000	150,000	993,000	-	-
DEBT SERVICE	-	-	-	-		-	-	-	-
INTERFUND TRANSFERS	-	-	-	-	1,819,000	-	418,008	15,000	-
TOTAL EXPENDITURES	**$ 20,000**	**$ -**	**$ 21,802,694**	**$ 3,176,065**	**$ 12,649,982**	**$ 1,757,584**	**$ 9,739,832**	**$ 38,599**	**$ 7,275**
FUND BALANCE ENDING	**$ 54,379**	**$ 27,159**	**$ 15,982,503**	**$ 2,433,374**	**$ 17,938,476**	**$ 3,821,659**	**$ 2,385,165**	**$ 204,759**	**$ 392,079**

SPECIAL REVENUE FUNDS
SUMMARY
OPERATING BUDGET
FY 27

	ROAD MAINTENANCE DISTRICT	SIDEWALK HAZARD REPAIR	BALLPARK REPAIR FUND	FORMER FEDERAL BUILDING MANAGER FUND	FORMER FEDERAL BUILDING LANDLORD FUND
FUND BALANCE - BEGINNING	**$ 30,763**	**$ -**	**$ 84,777**	**$ 174,271**	**$ 667,756**
REVENUE:					
TAXES	$ -	$ -	$ -	$ -	$ -
SPECIAL ASSESSMENTS	2,875	107,000	-	-	-
LICENSES & PERMITS	-	-	-	-	-
INTER-GOVERNMENTAL	-	-	-	-	-
CHARGES FOR SERVICE	-	75,000	-	-	-
FINES & FORFEITS	-	-	-	-	-
INVESTMENT EARNINGS	1,151	3,000	5,217	-	-
CONTRIBUTIONS / DONATIONS	-	-	-	-	-
INTERFUND TRANSFERS	-	-	30,000	-	-
DEBT PROCEEDS	-	-	-	-	-
MISCELLANEOUS	-	-	-	-	-
TOTAL REVENUE	**$ 4,026**	**$ 185,000**	**$ 35,217**	**$ -**	**$ -**
EXPENDITURES:					
PERSONAL SERVICES	$ -	$ -	$ -	$ -	$ -
OPERATION & MAINTENANCE	1,798	185,000	32,085	-	395,563
CAPITAL	-	-	-	-	-
DEBT SERVICE	-	-	-	-	-
INTERFUND TRANSFERS	-	-	-	-	-
TOTAL EXPENDITURES	**$ 1,798**	**$ 185,000**	**$ 32,085**	**$ -**	**$ 395,563**
FUND BALANCE ENDING	**$ 32,991**	**$ -**	**$ 87,909**	**$ 174,271**	**$ 272,193**

SPECIAL REVENUE FUNDS
SUMMARY
OPERATING BUDGET
FY 27

	PROPOSED BUDGET FY 27	APPROVED BUDGET FY 26	INCREASE (DECREASE)	ACTUAL FY 25
FUND BALANCE - BEGINNING	**$ 90,483,660**	**$ 77,057,592**	**$ 13,426,068**	**$ 94,482,245**
REVENUE:				
TAXES	$ 43,800,674	$ 42,843,942	$ 956,732	$ 52,833,302
SPECIAL ASSESSMENTS	23,819,691	21,955,253	1,864,438	44,021,154
LICENSES & PERMITS	2,393,000	2,656,000	(263,000)	7,084,358
INTER-GOVERNMENTAL	17,911,941	18,479,858	(567,917)	31,629,460
CHARGES FOR SERVICE	29,771,252	29,728,140	43,112	33,647,904
FINES & FORFEITS	116,450	228,400	(111,950)	640,334
INVESTMENT EARNINGS	3,341,994	2,450,553	891,441	20,000,739
CONTRIBUTIONS / DONATIONS	690,500	876,750	(186,250)	576,234
INTERFUND TRANSFERS	34,277,419	31,621,013	2,656,406	53,045,260
DEBT PROCEEDS	22,500,000	22,138,000	362,000	8,427,950
MISCELLANEOUS	1,655,117	576,350	1,078,767	5,177,773
TOTAL REVENUE	**$ 180,278,038**	**$ 173,554,259**	**$ 6,723,779**	**$ 257,084,468**
EXPENDITURES:				
PERSONAL SERVICES	$ 74,523,729	$ 70,760,211	$ 3,763,518	$ 67,207,828
OPERATION & MAINTENANCE	52,669,947	52,948,829	(278,882)	44,412,977
CAPITAL	39,251,543	47,082,010	(7,830,467)	21,916,279
DEBT SERVICE	4,842,931	4,489,731	353,200	12,544,497
INTERFUND TRANSFERS	4,512,723	4,196,014	316,709	12,805,071
TOTAL EXPENDITURES	**$ 175,800,873**	**$ 179,476,795**	**$ (3,675,922)**	**$ 158,886,652**
FUND BALANCE ENDING	**$ 94,960,825**	**$ 71,135,056**	**$ 23,825,769**	**$ 192,680,061**

PUBLIC SAFETY FUND
OPERATING BUDGET

FUND 1500, 1510

	ACTUAL FY 24	ACTUAL FY 25	BUDGET FY 26	ESTIMATE FY 26	PROPOSED FY 27
FUND BALANCE BEGINNING	**$ 2,567,456**	**$ 3,208,386**	**$ 2,636,258**	**$ 4,162,235**	**$ 5,295,558**
REVENUE:					
PROPERTY TAXES	$ 31,373,396	$ 31,529,851	$ 31,828,712	$ 31,013,363	$ 32,657,749
MARIJUANA EXCISE TAX	405,385	532,677	425,000	321,010	-
LICENSES & PERMITS	51,467	34,324	37,000	34,250	37,000
INTER-GOVERNMENTAL	3,616,876	3,766,436	4,863,389	5,071,570	5,111,758
CHARGES FOR SERVICE	3,130,578	3,433,238	3,377,260	3,336,254	3,610,700
FINES & FORFEITS	94,862	85,662	45,400	41,100	52,150
INVESTMENT EARNINGS	85,589	62,885	35,452	31,376	34,670
INTERFUND TRANSFERS	305,673	2,247,000	-	-	508,000
INTERFUND TRANSFERS-GENERAL FD	19,296,950	22,617,492	22,335,546	22,335,546	24,426,185
DEBT PROCEEDS				-	
MISCELLANEOUS	416,771	320,639	152,800	541,733	207,000
TOTAL REVENUE	**$ 58,777,547**	**$ 64,630,204**	**$ 63,100,559**	**$ 62,726,202**	**$ 66,645,212**
EXPENDITURES:					
POLICE:					
ADMINISTRATION	$ 2,231,650	$ 2,759,722	$ 3,935,924	$ 3,617,342	$ 3,708,213
OPERATIONS	20,199,882	21,189,630	20,676,608	20,245,334	22,055,845
INVESTIGATIONS	4,079,790	4,715,160	5,035,149	5,429,897	6,101,969
SUPPORT SERV.	2,476,489	4,577,367	2,340,629	2,558,148	2,610,717
ANIMAL CONTROL	1,245,619	1,221,756	1,180,699	962,534	1,210,825
TOTAL POLICE	**$ 30,233,430**	**$ 34,463,635**	**$ 33,169,009**	**$ 32,813,255**	**$ 35,687,569**
FIRE:					
ADMINISTRATION	$ 1,993,100	$ 2,163,261	$ 1,957,645	$ 1,790,304	$ 2,021,125
PREVENTION/INVESTIGATIONS	980,102	839,035	918,440	939,218	1,117,458
TRAINING	423,830	530,967	544,002	480,083	772,437
EQUIPMENT/MAINTENANCE	2,348,869	1,724,265	2,466,434	2,354,535	2,733,425
SUPPRESSION	17,806,030	19,039,599	18,752,106	18,233,608	19,358,925
9-1-1 EMERGENCY OP CENTER	3,454,075	3,562,460	4,141,551	3,724,225	4,122,427
COMMUNICATIONS EQUIPMENT	53,913	52,883	92,741	63,089	127,153
TOTAL FIRE	**$ 27,059,919**	**$ 27,912,470**	**$ 28,872,919**	**$ 27,585,062**	**$ 30,252,950**
MENTAL HEALTH:					
CRISIS RESPONSE UNITS	171,413	157,078	202,621	159,562	218,283
OTHER MH/SA PROGRAMS	671,855	1,143,172	1,150,000	1,035,000	433,000
TOTAL MENTAL HEALTH	**$ 843,268**	**$ 1,300,250**	**$ 1,352,621**	**$ 1,194,562**	**$ 651,283**
TOTAL EXPENDITURES	**$ 58,136,617**	**$ 63,676,355**	**$ 63,394,549**	**$ 61,592,879**	**$ 66,591,802**
FUND BALANCE-ENDING	**$ 3,208,386**	**$ 4,162,235**	**$ 2,342,268**	**$ 5,295,558**	**$ 5,348,968**
LESS:					
NONSPENDABLE	-	-	-	-	-
RESTRICTED	3,208,386	4,162,235	2,342,268	5,295,558	5,348,968
UNASSIGNED	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**

SOUTH TAX INCREMENT OPERATING FUND
OPERATING BUDGET

FUND 1990

	ACTUAL FY 24	ACTUAL FY 25	BUDGET FY 26	ESTIMATE FY 26	PROPOSED FY 27
FUND BALANCE BEGINNING	**$ 7,800,375**	**$ 6,866,922**	**$ 1,003,621**	**$ 4,499,381**	**$ 10,534,693**
REVENUE:					
TAXES	$ 4,560,758	$ 4,586,892	$ 4,664,717	$ 4,411,187	$ 5,187,862
INTERGOVERMENTAL	342,607	355,360	355,360	355,360	355,360
INVESTMENT EARNINGS	337,941	212,120	141,263	112,149	197,768
PROCEEDS FROM DEBT	-	-	9,600,000	20,850,000	10,000,000
CONTRIBUTIONS	53,881	-	-	-	-
INTERFUND TRANSFER	-	-	-	16,680,000	-
TOTAL REVENUE	**$ 5,295,187**	**$ 5,154,372**	**$ 14,761,340**	**$ 42,408,696**	**$ 15,740,990**
EXPENDITURES:					
OPERATION AND MAINTENANCE					
CHARGE FOR SERVICES	$ 73,079	$ 84,154	$ 112,999	$ 532,722	$ 151,018
DEVELOPMENT INCENTIVES	1,892,290	1,243,877	2,878,012	1,807,467	1,550,000
SBURA OPERATING AGREEMENT	245,387	265,977	160,000	160,000	126,250
CAPITAL	2,769,742	2,815,655	9,600,000	14,025,534	10,559,800
DEBT SERVICE	942,469	865,250	2,710,381	2,712,381	2,643,885
BOND ISSUANCE COSTS	-	-	-	455,280	500,000
TRANSFER TO OTHER FUNDS	305,673	2,247,000	-	16,680,000	21,483
TOTAL EXPENDITURES	**$ 6,228,640**	**$ 7,521,913**	**$ 15,461,392**	**$ 36,373,384**	**$ 15,552,436**
FUND BALANCE ENDING	**$ 6,866,922**	**$ 4,499,381**	**$ 303,569**	**$ 10,534,693**	**$ 10,723,247**
RESTRICTED	6,866,922	4,499,381	303,569	10,534,693	10,723,247

EAST TAX INCREMENT OPERATING FUND
OPERATING BUDGET

FUND 2010

	ACTUAL FY 24	ACTUAL FY 25	BUDGET FY 26	ESTIMATE FY 26	PROPOSED FY 27
FUND BALANCE BEGINNING	**$ 1,940,736**	**$ 2,376,584**	**$ 2,187,336**	**$ 2,463,158**	**$ 1,875,016**
REVENUE:					
TAXES	$ 1,089,031	$ 973,566	$ 1,017,521	$ 734,512	$ 869,245
INTERGOVERNMENTAL	211,630	211,630	211,630	211,630	211,630
INVESTMENT EARNINGS	87,065	84,162	59,946	45,790	83,924
TOTAL REVENUE	**$ 1,387,726**	**$ 1,269,358**	**$ 1,289,097**	**$ 991,932**	**$ 1,164,799**
EXPENDITURES:					
OPERATIONS AND MAINTENANCE					
CHARGE FOR SERVICES	$ 43,996	$ 56,676	$ 82,828	$ 82,828	$ 114,691
EBURD OPERATING AGREEMENT	174,933	165,535	179,750	179,750	139,900
DEVELOPMENT INCENTIVES	267,071	485,267	552,500	541,846	1,004,185
DEBT SERVICE	464,726	467,795	468,643	468,343	461,234
CAPITAL	1,152	7,511	100,000	307,307	-
TOTAL EXPENDITURES	**$ 951,878**	**$ 1,182,784**	**$ 1,383,721**	**$ 1,580,074**	**$ 1,720,010**
FUND BALANCE ENDING	**$ 2,376,584**	**$ 2,463,158**	**$ 2,092,712**	**$ 1,875,016**	**$ 1,319,805**
LESS:					
RESTRICTED	2,376,584	2,463,158	2,092,712	1,875,016	1,319,805

NORTH 27th STREET TAX INCREMENT OPERATING FUND
OPERATING BUDGET

FUND 2020,2030

	ACTUAL FY 24	ACTUAL FY 25	BUDGET FY 26	ESTIMATE FY 26	PROPOSED FY 27
FUND BALANCE BEGINNING	**$ 2,768,946**	**$ 9,860,941**	**$ 2,741,528**	**$ 5,367,487**	**$ 3,700,241**
REVENUE:					
TAXES	$ 2,699,485	$ 2,546,252	$ 2,689,148	$ 2,009,818	$ 2,787,230
INTERGOVERNMENTAL	316,783	330,801	330,801	383,350	330,801
INVESTMENT EARNINGS	92,003	255,327	235,640	87,003	329,896
DEBT PROCEEDS	7,574,705	4,213,975	-	-	-
INTERFUND TRANSER	146,350	2,214,982	-	1,167,741	-
TOTAL REVENUE	**$ 10,829,326**	**$ 9,561,337**	**$ 3,255,589**	**$ 3,647,912**	**$ 3,447,927**
EXPENDITURES:					
OPERATION AND MAINTENANCE:					
CHARGE FOR SERVICES	$ 132,326	$ 136,831	$ 179,509	$ 222,058	$ 218,867
DEVELOPMENT INCENTIVES	887,040	393,001	824,553	487,947	1,351,976
DBP OPERATING AGREEMENT	307,385	316,607	326,105	326,105	258,102
BOND SALE FEES	395,517	197,185	-	-	-
DEBT SERVICE	1,085,065	8,965,437	1,310,707	1,310,707	1,237,812
CAPITAL	653,648	1,691,206	50,000	1,754,653	-
INTERFUND TRANSFER TO PARKING	276,350	2,354,524	45,947	1,213,688	45,950
TOTAL EXPENDITURES	**$ 3,737,331**	**$ 14,054,791**	**$ 2,736,821**	**$ 5,315,158**	**$ 3,112,707**
FUND BALANCE ENDING	**$ 9,860,941**	**$ 5,367,487**	**$ 3,260,296**	**$ 3,700,241**	**$ 4,035,461**
LESS:					
RESTRICTED	9,860,941	5,367,487	3,260,296	3,700,241	4,035,461

GAS TAX FUND
OPERATING BUDGET

FUND 2050 & 2060

	ACTUAL FY 24	ACTUAL FY 25	BUDGET FY 26	ESTIMATE FY 26	PROPOSED FY 27
FUND BALANCE BEGINNING	**$ 6,309,023**	**$ 11,306,269**	**$ 12,729,133**	**$ 14,585,094**	**$ 3,589,092**
REVENUE:					
STATE GAS TAX	$ 7,758,259	$ 4,318,634	$ 5,040,679	$ 4,476,787	$ 4,300,000
STATE REIMBURSEMENTS				-	-
COUNTY CONTRACT SERVICE	106,512	149,114	-	-	-
SALE OF ASSETS	-	1,116,908	-	-	-
CHARGE FOR SERVICES				-	-
INTEREST ON INVESTMENTS	607,038	646,720	300,000	700,513	500,000
CONTRIBUTIONS/DONATIONS	401,166		500,000	500,000	35,000
MISCELLANEOUS	4,880	1,000	-	1,500	-
TOTAL REVENUE	**$ 8,872,975**	**$ 6,231,376**	**$ 5,840,679**	**$ 5,678,800**	**$ 4,835,000**
EXPENDITURES:					
PERSONAL SERVICES	$ 95,313	$ 96,818	$ 103,182	$ 69,359	$ -
OPERATION & MAINTENANCE	898,143	1,323,935	394,509	603,978	316,497
CAPITAL PROJECTS	2,882,273	1,531,798	11,010,000	15,926,618	5,378,000
TRANSFERS	-	-	-	74,847	-
TOTAL EXPENDITURES	**$ 3,875,729**	**$ 2,952,551**	**$ 11,507,691**	**$ 16,674,802**	**$ 5,694,497**
PRIOR PERIOD ADJUSTMENTS	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
FUND BALANCE ENDING	**$ 11,306,269**	**$ 14,585,094**	**$ 7,062,121**	**$ 3,589,092**	**$ 2,729,595**
LESS:					
RESTRICTED:					
INNER BELTLOOP	-	-	-	-	-
OTHER PROJECTS	11,306,269	14,585,094	7,062,121	3,589,092	2,729,595
UNASSIGNED	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**

SIDEWALK HAZARD
OPERATING BUDGET

FUND 2080

	ACTUAL FY 24	ACTUAL FY 25	BUDGET FY 26	ESTIMATE FY 26	PROPOSED FY 27
FUND BALANCE BEGINNING	**$ 81,553**	**$ 94,134**	**$ 68,000**	**$ 97,659**	**$ -**
REVENUE:					
SPECIAL ASSESSMENTS	$ 29,500	$ 990	$ 100,000	$ 30,269	$ 107,000
CHARGE FOR SERVICES	5,270	(1,190)	15,000	15,000	75,000
INTEREST ON INVESTMENTS	4,152	3,725	2,000	3,029	3,000
TRANSFERS	-	-	-	-	-
TOTAL REVENUE	**$ 38,922**	**$ 3,525**	**$ 117,000**	**$ 48,298**	**$ 185,000**
EXPENDITURES:					
OPERATION & MAINTENANCE	26,341	-	185,000	145,957	185,000
TOTAL EXPENDITURES	**$ 26,341**	**$ -**	**$ 185,000**	**$ 145,957**	**$ 185,000**
PRIOR PERIOD ADJUSTMENTS	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
FUND BALANCE ENDING	**$ 94,134**	**$ 97,659**	**$ -**	**$ -**	**$ -**
LESS:					
NONSPENDABLE	**-**	**-**	**-**	-	-
RESTRICTED:					
OTHER PROJECTS	94,134	97,659	-	-	-
UNASSIGNED	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**

BUILDING INSPECTION FUND
OPERATING BUDGET

FUND 2090

	ACTUAL FY 24	ACTUAL FY 25	BUDGET FY 26	ESTIMATE FY 26	PROPOSED FY 27
FUND BALANCE BEGINNING	**$ 4,348,335**	**$ 4,547,344**	**$ 4,635,770**	**$ 4,872,213**	**$ 6,185,833**
REVENUE:					
LICENSES & PERMITS	$ 2,601,757	$ 3,024,411	$ 2,521,000	$ 4,027,494	$ 2,259,000
INTEREST ON INVESTMENTS	103,347	199,438	160,897	161,270	211,256
MISCELLANEOUS	6,175	5,628	8,000	3,600	1,000
TOTAL REVENUE	**$ 2,711,279**	**$ 3,229,477**	**$ 2,689,897**	**$ 4,192,364**	**$ 2,471,256**
EXPENDITURES:					
PERSONAL SERVICES	$ 1,597,581	$ 1,696,691	$ 2,219,834	$ 1,860,824	$ 2,172,161
OPERATIONS & MAINT.	685,773	967,425	767,161	931,402	787,171
CAPITAL	228,918	240,492	5,000	86,518	20,000
INTERFUND TRANSFERS	-	-	-	-	-
TOTAL EXPENDITURES	**$ 2,512,270**	**$ 2,904,608**	**$ 2,991,995**	**$ 2,878,744**	**$ 2,979,332**
FUND BALANCE ENDING	**$ 4,547,344**	**$ 4,872,213**	**$ 4,333,672**	**$ 6,185,833**	**$ 5,677,757**
LESS:					
NONSPENDABLE	**-**	**-**	-	-	-
RESTRICTED	4,547,344	4,872,213	4,333,672	6,185,833	5,677,757
UNASSIGNED	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**

STREET AND TRAFFIC FUND
OPERATING BUDGET

FUND 2110

	ACTUAL FY 24	ACTUAL FY 25	BUDGET FY 26	ESTIMATE FY 26	PROPOSED FY 27
FUND BALANCE BEGINNING	**$ 7,789,639**	**$ 8,424,500**	**$ 5,392,000**	**$ 8,257,198**	**$ 7,710,386**
REVENUE:					
STATE REIMBURSEMENTS	$ 522,320	$ 245,143	$ 250,000	$ 250,083	$ 257,764
CONCRETE REPAIR	-	-	50,000	30,000	50,000
FIRE SERVICES FEES	11,000	11,463	11,000	11,000	11,000
STREET LIGHT	286,650	255,088	578,300	600,000	297,903
STREET MAINTENANCE	7,591,882	7,855,000	9,700,000	9,700,000	10,000,000
SOLID WASTE	-	100,000	100,000	100,000	100,000
STORM SEWER MAINT.	1,106,149	3,014,702	3,420,000	3,760,000	1,534,000
BBWA LATERAL MAINT.	4,500	4,500	4,500	4,500	4,500
UTILITY CHG FOR SERVICES	667,479	591,727	300,000	400,000	500,000
ENGINEERING CHG FOR SERVICES				-	-
INTERDEPARTMENTAL CHGS	42,598	3,381	2,000	2,000	2,000
INVESTMENT EARNINGS	238,155	224,012	200,000	160,617	160,000
MISCELLANEOUS	185,672	83,318	7,500	247,933	75,000
TOTAL REVENUE	**$ 10,656,405**	**$ 12,388,334**	**$ 14,623,300**	**$ 15,266,134**	**$ 12,992,167**
EXPENDITURES:					
PERSONAL SERVICES	$ 4,501,985	$ 5,230,612	$ 5,980,021	$ 5,776,494	$ 6,316,152
OPERATIONS AND MAINTENANCE	4,108,909	5,417,064	5,691,593	5,494,979	6,121,672
CAPITAL	1,327,521	1,882,782	2,697,171	4,541,473	1,219,337
TRANSFERS	83,129	25,178	-	-	-
TOTAL EXPENDITURES	**$ 10,021,544**	**$ 12,555,636**	**$ 14,368,785**	**$ 15,812,946**	**$ 13,657,161**
PRIOR PERIOD ADJUSTMENT	$ -	$ -	$ -	$ -	$ -
FUND BALANCE ENDING	**$ 8,424,500**	**$ 8,257,198**	**$ 5,646,515**	**$ 7,710,386**	**$ 7,045,392**
LESS:					
NONSPENDABLE	-	-	-	-	-
RESTRICTED	9,059,361	8,257,198	4,575,994	7,710,386	7,045,392
UNASSIGNED	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**

ANTI-GRAFFITI FUND
OPERATING BUDGET

FUND 2140

	ACTUAL FY 24	ACTUAL FY 25	BUDGET FY 26	ESTIMATE FY 26	PROPOSED FY 27
FUND BALANCE BEGINNING	**$ -**	**$ 2,949**	**$ 9,009**	**$ 8,062**	**$ 10,225**
REVENUE:					
ANTI-GRAFFITI:					
INTEREST ON INVESTMENTS	$ -	$ 172	$ -	$ 212	$ -
FINES AND FORFEITURES	-	-	500	-	500
CONTRIBUTIONS/DONATIONS	4,000	5,500	2,500	2,750	2,500
MISCELLANEOUS	-	8	-	10	-
TOTAL REVENUE	**$ 4,000**	**$ 5,680**	**$ 3,000**	**$ 2,972**	**$ 3,000**
EXPENDITURES:					
ANTI-GRAFFITI:					
OPERATION & MAINTENANCE	$ 1,051	$ 567	$ 3,000	$ 809	$ 3,469
TOTAL EXPENDITURES	**$ 1,051**	**$ 567**	**$ 3,000**	**$ 809**	**$ 3,469**
FUND BALANCE ENDING	**$ 2,949**	**$ 8,062**	**$ 9,009**	**$ 10,225**	**$ 9,756**
LESS:					
RESTRICTED	2,949	8,062	9,009	10,225	9,756
UNASSIGNED	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**

FIRE PROGRAMS FUND
OPERATING BUDGET

FUND 2190-2240

	ACTUAL FY 24	ACTUAL FY 25	BUDGET FY 26	ESTIMATE FY 26	PROPOSED FY 27
FUND BALANCE BEGINNING	**$ 283,873**	**$ 360,798**	**$ 291,890**	**$ 152,739**	**$ 154,912**
REVENUE:					
INTER-GOVERNMENTAL-STATE	$ 4,926	$ 8,686	$ 40,000	$ 35,000	$ 40,000
INTER-GOVERNMENTAL-FEDERAL	50,869	57,185	10,000	6,722	10,000
INVESTMENT EARNINGS	15,188	14,168	11,069	10,000	14,438
HAZARD MAT CHARGE FOR SERVICE	-	1,030	22,000	-	-
CONTRIBUTIONS / DONATIONS	56,118		18,000	-	-
MISCELLANEOUS	-	13,063	2,000	-	-
TOTAL REVENUE	**$ 127,101**	**$ 94,132**	**$ 103,069**	**$ 51,722**	**$ 64,438**
EXPENDITURES:					
PERSONAL SERVICES	$ -	$ 39,437	$ 22,500	$ 20,000	$ 5,000
OPERATION & MAINTENANCE	50,176	60,262	119,000	21,722	94,000
TRANSFERS	-	202,492	-	-	-
CAPITAL	-	-	-	7,828	-
TOTAL EXPENDITURES	**$ 50,176**	**$ 302,191**	**$ 141,500**	**$ 49,550**	**$ 99,000**
PRIOR PERIOD ADJUSTMENT	$ -	$ -	$ -	$ -	$ -
FUND BALANCE ENDING	**$ 360,798**	**$ 152,739**	**$ 253,459**	**$ 154,912**	**$ 120,350**
LESS:					
NONSPENDABLE	-	-	-	-	-
RESTRICTED	-	152,739	212,859	154,912	120,350
COMMITTED	-	-	-	-	-
ASSIGNED	-	-	-	-	-
UNASSIGNED	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**

EMERGENCY OPERATING CENTER 9-1-1 FUND
OPERATING BUDGET

FUND 2250, 2260

	ACTUAL FY 24	ACTUAL FY 25	BUDGET FY 26	ESTIMATE FY 26	PROPOSED FY 27
FUND BALANCE BEGINNING	**$ 4,585,554**	**$ 2,657,859**	**$ 2,246,524**	**$ 2,794,969**	**$ 1,647,779**
REVENUE:					
STATE SHARED REVENUE	$ 1,074,672	$ 1,162,167	$ 1,112,010	$ 1,288,259	$ 1,112,010
MISCELLANEOUS	508	48	-	75	-
TRANSFER		-	-	-	-
INTEREST ON INVESTMENTS	210,485	122,419	101,178	55,604	141,649
TOTAL REVENUE	**$ 1,285,665**	**$ 1,284,634**	**$ 1,213,188**	**$ 1,343,937**	**$ 1,253,659**
EXPENDITURES:					
PERSONAL SERVICES	$ 170,628	$ 249,995	$ 183,793	$ 158,601	$ 232,713
OPERATION & MAINTENANCE	847,732	641,363	1,220,801	922,502	1,220,657
CAPITAL	2,195,000	256,166	-	1,410,025	100,000
TOTAL EXPENDITURES	**$ 3,213,360**	**$ 1,147,524**	**$ 1,404,594**	**$ 2,491,128**	**$ 1,553,370**
PRIOR PERIOD ADJUSTMENT	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
FUND BALANCE ENDING	**$ 2,657,859**	**$ 2,794,969**	**$ 2,055,118**	**$ 1,647,779**	**$ 1,348,068**
LESS:					
NONSPENDABLE	-	-	-	-	-
RESTRICTED	2,657,859	2,794,969	1,841,681	1,647,779	1,348,068
COMMITTED	-	-	-	-	-
ASSIGNED	-	-	-	-	-
UNASSIGNED	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**

TRAIL GRANT FUND
OPERATING BUDGET

FUND 2360

	ACTUAL FY 24	ACTUAL FY 25	BUDGET FY 26	ESTIMATE FY 26	PROPOSED FY 27
FUND BALANCE - BEGINNING	**$ (55,114)**	**$ (422,683)**	**$ -**	**$ 105,054**	**$ 54,379**
REVENUES:					
INTERGOVERNMENTAL	$ 2,223,196	$ 619,969	$ -	$ 109,445	$ -
INTEREST ON INVESTMENTS	2,363	372	-	556	-
CONTRIBUTIONS/DONATIONS	-	58,841	-	-	20,000
TRANSFERS	-	54,703	-	-	-
TOTAL REVENUE	**$ 2,225,559**	**$ 733,885**	**$ -**	**$ 110,001**	**$ 20,000**
EXPENDITURES:					
CAPITAL OUTLAY	$ 2,593,128	$ 206,148	$ -	$ 160,676	$ 20,000
TOTAL EXPENDITURES	**$ 2,593,128**	**$ 206,148**	**$ -**	**$ 160,676**	**$ 20,000**
FUND BALANCE - ENDING	**$ (422,683)**	**$ 105,054**	**$ -**	**$ 54,379**	**$ 54,379**
LESS:					
RESTRICTED	(422,683)	105,054	-	54,379	54,379

CITY-COUNTY PLANNING FUND
OPERATING BUDGET

FUND 2380, 2390, 2400

	ACTUAL FY 24	ACTUAL FY 25	BUDGET FY 26	ESTIMATE FY 26	PROPOSED FY 27
FUND BALANCE BEGINNING	**$ 1,139,676**	**$ 1,474,261**	**$ 1,633,986**	**$ 1,945,639**	**$ 2,254,998**
REVENUE:					
CITY-COUNTY PLANNING:					
COUNTY PROPERTY TAX	$ 636,159	$ 748,264	$ 668,000	$ 634,600	$ 695,569
LICENSES & PERMITS	106,475	98,598	92,000	87,900	90,000
FEDERAL/ LOCAL GRANTS	954,929	1,047,048	1,426,293	1,405,140	1,246,293
CONTRIBUTION-COUNTY	1,000	1,000	56,000	56,000	1,000
CHARGES FOR SERVICE	402,441	520,741	421,703	457,350	533,591
INTEREST ON INVESTMENTS	45,324	60,254	40,977	40,716	57,368
TRANSFERS IN	310,000	100,000	100,000	100,000	100,000
CONTRIBUTIONS/DONATIONS	42,634	-	-	-	-
MISCELLANEOUS	636	1,044	-	352	-
HISTORIC PRESERVATION GRANT	13,000	10,000	6,000	6,000	12,000
TOTAL REVENUE	**$ 2,512,598**	**$ 2,586,949**	**$ 2,810,973**	**$ 2,788,058**	**$ 2,735,821**
EXPENDITURES:					
CITY-COUNTY PLANNING:					
PERSONAL SERVICES	$ 1,331,839	$ 1,328,536	$ 1,644,731	$ 1,568,698	$ 1,840,339
OPERATION & MAINTENANCE	828,101	752,371	972,921	897,551	865,282
TRANSFERS	2,497	22,752	2,337	2,103	2,144
HISTORIC PRESERVATION GRANT	15,576	11,912	10,347	10,347	14,500
TOTAL EXPENDITURES	**$ 2,178,013**	**$ 2,115,571**	**$ 2,630,336**	**$ 2,478,699**	**$ 2,722,265**
FUND BALANCE ENDING	**$ 1,474,261**	**$ 1,945,639**	**$ 1,814,623**	**$ 2,254,998**	**$ 2,268,554**
RESTRICTED	1,474,261	1,945,639	1,814,623	2,254,998	2,268,554

CITY ATTORNEY GRANTS FUND
OPERATING BUDGET

FUNDS 2410-2430

	ACTUAL FY 24	ACTUAL FY 25	BUDGET FY 26	ESTIMATE FY 26	PROPOSED FY 27
FUND BALANCE BEGINNING	**$ (9,165)**	**$ 4,614**	**$ 13,063**	**$ 15,226**	**$ -**
REVENUE:					
INTER-GOVERNMENTAL-ATTORNEY VICTIM/WITNESS	$ 76,988	$ 89,368	$ 106,702	$ 101,838	$ 107,783
INTER-GOVERNMENTAL-DOMESTIC VIOLENCE UNIT	129,404	113,535	150,000	150,000	150,000
FINES & FORFEITS	57,386	56,740	46,000	53,274	46,000
MISCELLANEOUS REVENUE	711	379	72,574	215	-
CONTRIBUTIONS					
MISCELLANEOUS REVENUE					
INTERFUND TRANSFERS-GENERAL FUND	325,078	337,658	430,124	479,824	500,669
TOTAL REVENUE	**$ 589,567**	**$ 597,680**	**$ 805,400**	**$ 785,151**	**$ 804,452**
EXPENDITURES:					
GRANT-ATTORNEY VICTIM/WITNESS	$ 193,631	$ 208,479	$ 219,697	$ 226,038	$ 228,057
GRANT-DOMESTIC VIOLENCE UNIT	287,683	250,964	467,129	484,230	479,829
SURCHARGE-DOMESTIC VIOLENCE	113,313	127,625	118,574	90,109	96,566
TOTAL EXPENDITURES	**$ 594,627**	**$ 587,068**	**$ 805,400**	**$ 800,377**	**$ 804,452**
PRIOR PERIOD ADJUSTMENT	$ -	$ -	$ -	$ -	$ -
FUND BALANCE ENDING	**$ (14,225)**	**$ 15,226**	**$ 13,063**	**$ -**	**$ -**
LESS:					
NONSPENDABLE	-	-	-	-	-
RESTRICTED	(19,285)	15,226	34,822	-	-
COMMITTED	-	-	-	-	-
ASSIGNED	-	-	-	-	-
UNASSIGNED	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**

CITY ATTORNEY GRANTS BUDGET NARRATIVE

Currently two positions within the department are partially funded by two separate federal government grants awarded through the Montana Department of Justice, Board of Crime Control (BOCC). One grant funds the domestic violence prosecutor through the Violence Against Women Act federal funding (VAWA). The second grant funds the Victim Witness Program Director. The City provides matching funds and office space and equipment. Each year the BOCC reviews these grants, determines the amount it will award, and advises the Department in May or June of its decision as to the level of funding for the next fiscal year.

Revenues

No significant changes.

MUNICIPAL COURT GRANTS
OPERATING BUDGET

FUNDS 2450-2480, 7370-7380

	ACTUAL FY 24	ACTUAL FY 25	BUDGET FY 26	ESTIMATE FY 26	PROPOSED FY 27
FUND BALANCE BEGINNING	**$ 12,608**	**$ 22,488**	**$ 987**	**$ 22,649**	**$ 22,808**
REVENUE:					
INTER-GOVERNMENTAL	$ 391,479	$ 291,857	$ 219,169	$ 176,082	$ 247,888
MICELLANEOUS	438	403	-	158	-
TOTAL REVENUE	**$ 391,917**	**$ 292,260**	**$ 219,169**	**$ 176,240**	**$ 247,888**
EXPENDITURES:					
PERSONAL SERVICES	$ 174,012	$ 125,588	$ 163,033	$ 90,406	$ 167,017
OPERATION & MAINTENANCE	208,025	166,511	57,117	85,676	80,871
TOTAL EXPENDITURES	**$ 382,037**	**$ 292,099**	**$ 220,150**	**$ 176,082**	**$ 247,888**
FUND BALANCE ENDING	**$ 22,488**	**$ 22,649**	**$ 6**	**$ 22,808**	**$ 22,808**
LESS:					
RESTRICTED	22,488	22,649	6	22,808	22,808
ASSIGNED	-	-	-	-	-
UNASSIGNED	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**

MUNICIPAL COURT GRANTS BUDGET NARRATIVE

Municipal court grants include three federal funded grants: Substance Abuse and Mental Health Services Administration (SAMHSA) grant funded by Health and Human Services, a Co-Occurring Discretionary Grant funded by the Department of Justice, and a DUI Discretionary Grant funded by the Department of Justice. All court grants are used to aid offenders in treatment of mental, drug, and/or alcohol related ailments to become contributing citizens of the community and to reduce the chance of repeat-offending. Transfers include $30,000 from the General Fund to cover potential shortfall of operating costs.

Revenues
No significant changes.

Expenditures
No significant changes.

Capital
None

POLICE PROGRAMS (PAGE 1 OF 6)
OPERATING BUDGET

FUNDS 2490-2590,7080-7100, 7170-7200

	ACTUAL FY 24	ACTUAL FY 25	BUDGET FY 26	ESTIMATE FY 26	PROPOSED FY 27
MONTANA BOARD OF CRIME CONTROL (FUND 2490)					
FUND BALANCE BEGINNING	**$ 1,343**	**$ 3,366**	**$ 3,362**	**$ 5,397**	**$ 5,018**
REVENUE:					
INTER-GOVERNMENTAL	$ 58,522	$ 66,368	$ 55,000	$ 62,394	$ 106,100
INVESTMENT EARNINGS	211	851	-	(379)	-
MISCELLANEOUS	103	126	-	-	-
TOTAL REVENUE	**$ 58,836**	**$ 67,345**	**$ 55,000**	**$ 62,015**	**$ 106,100**
EXPENDITURES:					
PERSONAL SERVICES	$ 48,442	$ 39,202	$ 38,800	$ 49,936	$ 64,000
OPERATION & MAINTENANCE	8,371	26,112	16,200	12,458	42,100
TOTAL EXPENDITURES	**$ 56,813**	**$ 65,314**	**$ 55,000**	**$ 62,394**	**$ 106,100**
FUND BALANCE ENDING	**$ 3,366**	**$ 5,397**	**$ 3,362**	**$ 5,018**	**$ 5,018**
INTERNET CRIMES AGAINST CHILDREN-LOCAL DONATION (FUND 2520)					
FUND BALANCE BEGINNING	**$ 2,449**	**$ -**	**$ -**	**$ -**	**$ -**
REVENUE:					
TOTAL REVENUE	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
EXPENDITURES:					
INTERFUND TRANSFERS OUT	$ 2,449	$ -	$ -	$ -	$ -
TOTAL EXPENDITURES	**$ 2,449**	**$ -**	**$ -**	**$ -**	**$ -**
FUND BALANCE ENDING	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
INTERNET CRIMES AGAINST CHILDREN / LAW ENFORCEMENT MENTAL HEALTH AND WELLNESS ACT (FUND 2510)					
FUND BALANCE BEGINNING	**$ (2,316)**	**$ -**	**$ -**	**$ -**	**$ -**
INVESTMENT EARNINGS	$ -	$ -	$ -	$ -	$ 125,000
TOTAL REVENUE	**$ -**	**$ -**	**$ -**	**$ -**	**$ 125,000**
EXPENDITURES:					
INTERFUND TRANSFERS OUT	$ 46	$ -	$ -	$ -	$ -
OPERATION & MAINTENANCE	-	-	-	-	125,000
TOTAL EXPENDITURES	**$ 46**	**$ -**	**$ -**	**$ -**	**$ 125,000**
PRIOR PERIOD ADJUSMENT	**$ 2,362**	**$ -**	**$ -**	**$ -**	**$ -**
FUND BALANCE ENDING	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**

POLICE PROGRAMS (PAGE 2 OF 6)
OPERATING BUDGET

	ACTUAL FY 24	ACTUAL FY 25	BUDGET FY 26	ESTIMATE FY 26	PROPOSED FY 27
COPS GRANT (FUND 2530)					
FUND BALANCE BEGINNING	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
INTER-GOVERNMENTAL	$ -	$ -	$ 170,000	$ 102,000	$ 143,500
INTERFUND TRANSFERS	-	-	112,905	67,743	143,500
TOTAL REVENUE	**$ -**	**$ -**	**$ 282,905**	**$ 169,743**	**$ 287,000**
EXPENDITURES:					
PERSONAL SERVICES	$ -	$ -	$ 282,905	$ 169,743	$ 287,000
TOTAL EXPENDITURES	**$ -**	**$ -**	**$ 282,905**	**$ 169,743**	**$ 287,000**
FUND BALANCE ENDING	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
TRAFFIC SAFETY (FUND 2540)					
FUND BALANCE BEGINNING	**$ 26,934**	**$ 28,257**	**$ 29,065**	**$ 16,599**	**$ 17,214**
INVESTMENT EARNINGS	$ 1,323	$ 941	$ 693	$ 615	$ 970
INTER-GOVERNMENTAL	59,825	80,220	185,000	139,666	129,340
TOTAL REVENUE	**$ 61,148**	**$ 81,161**	**$ 185,693**	**$ 140,281**	**$ 130,310**
EXPENDITURES:					
PERSONAL SERVICES	$ 59,825	$ 92,819	$ 185,000	$ 139,666	$ 129,340
TOTAL EXPENDITURES	**$ 59,825**	**$ 92,819**	**$ 185,000**	**$ 139,666**	**$ 129,340**
FUND BALANCE ENDING	**$ 28,257**	**$ 16,599**	**$ 29,758**	**$ 17,214**	**$ 18,184**
JUSTICE ASSISTANCE GRANTS (FUND 2500)					
FUND BALANCE BEGINNING	**$ (164)**	**$ 749**	**$ 951**	**$ 818**	**$ 1,061**
INVESTMENT EARNINGS	$ 91	$ 33	$ -	$ 243	$ -
INTER-GOVERNMENTAL	62,691	73,132	85,000	110,395	60,000
MISCELLANEOUS	150	35	-	-	-
TOTAL REVENUE	**$ 62,932**	**$ 73,200**	**$ 85,000**	**$ 110,638**	**$ 60,000**
EXPENDITURES:					
OPERATION & MAINTENANCE	$ 62,019	$ 73,131	$ 85,000	$ 110,395	60,000
TOTAL EXPENDITURES	**$ 62,019**	**$ 73,131**	**$ 85,000**	**$ 110,395**	**$ 60,000**
FUND BALANCE ENDING	**$ 749**	**$ 818**	**$ 951**	**$ 1,061**	**$ 1,061**

POLICE PROGRAMS (PAGE 3 OF 6)
OPERATING BUDGET

	ACTUAL FY 24	ACTUAL FY 25	BUDGET FY 26	ESTIMATE FY 26	PROPOSED FY 27
HIDTA-ONDCP (FUND 2550)					
FUND BALANCE BEGINNING	**$ 12,702**	**$ 13,682**	**$ 13,604**	**$ 13,000**	**$ 13,430**
INVESTMENT EARNINGS	$ 75	$ (375)	$ -	$ 430	$ -
INTER-GOVERNMENTAL	495,149	400,674	265,390	295,715	222,518
INTERFUND TRANSFERS	-	-	-	-	6,000
MISCELLANEOUS	258	28	-	-	-
TOTAL REVENUE	**$ 495,482**	**$ 400,327**	**$ 265,390**	**$ 296,145**	**$ 228,518**
EXPENDITURES:					
PERSONAL SERVICES	$ 121,703	$ 127,691	$ 146,539	$ 133,758	$ 129,218
OPERATION & MAINTENANCE	372,799	261,323	118,875	161,957	93,300
CAPITAL	-	11,995	-	-	-
TOTAL EXPENDITURES	**$ 494,502**	**$ 401,009**	**$ 265,414**	**$ 295,715**	**$ 222,518**
FUND BALANCE ENDING	**$ 13,682**	**$ 13,000**	**$ 13,580**	**$ 13,430**	**$ 19,430**
DOWNTOWN CENTRAL BEAT OFFICER (FUND 2560)					
FUND BALANCE BEGINNING	**$ 8,457**	**$ 8,457**	**$ 7,798**	**$ 8,457**	**$ 8,457**
REVENUE-CHARGES FOR SERVICE					
CHARGES FOR SERVICE	$ 262,114	$ 190,492	$ 345,600	$ 276,480	$ 294,843
INVESTMENT EARNINGS	-	(2,236)	-	929	-
TOTAL REVENUE	**$ 262,114**	**$ 188,256**	**$ 345,600**	**$ 277,409**	**$ 294,843**
EXPENDITURES:					
PERSONAL SERVICES	$ 260,764	$ 186,906	$ 345,225	$ 276,599	$ 294,843
OPERATION & MAINTENANCE	1,350	1,350	1,350	810	-
TOTAL EXPENDITURES	**$ 262,114**	**$ 188,256**	**$ 346,575**	**$ 277,409**	**$ 294,843**
FUND BALANCE ENDING	**$ 8,457**	**$ 8,457**	**$ 6,823**	**$ 8,457**	**$ 8,457**

POLICE PROGRAMS (PAGE 4 OF 6)

OPERATING BUDGET

	ACTUAL FY 24	ACTUAL FY 25	BUDGET FY 26	ESTIMATE FY 26	PROPOSED FY 27
POLICE DONATIONS (FUNDS 2590, 7090, 7190, 7200)					
FUND BALANCE BEGINNING	**$ 224,742**	**$ 248,928**	**$ 255,196**	**$ 252,579**	**$ 294,320**
REVENUE:					
CHARGES FOR SERVICE	$ 11,704	$ 9,719	$ 12,000	$ 140	$ 900
INVESTMENT EARNINGS	12,601	13,343	10,483	10,101	11,676
CONTRIBUTIONS / DONATIONS	62,981	61,860	60,000	60,000	60,000
MISCELLANEOUS	2	199	-	-	-
TOTAL REVENUE	**$ 87,288**	**$ 85,121**	**$ 82,483**	**$ 70,241**	**$ 72,576**
EXPENDITURES:					
OPERATION & MAINTENANCE	$ 63,102	$ 81,470	$ 45,000	$ 28,500	$ 45,000
TOTAL EXPENDITURES	**$ 63,102**	**$ 81,470**	**$ 45,000**	**$ 28,500**	**$ 45,000**
FUND BALANCE ENDING	**$ 248,928**	**$ 252,579**	**$ 292,679**	**$ 294,320**	**$ 321,896**
SOCIAL HOST RESTITUTION (FUND 7080)					
FUND BALANCE BEGINNING	**$ 180**	**$ 180**	**$ 252**	**$ 606**	**$ 1,096**
REVENUE-FINES & FORFEITS	**$ -**	**$ 426**	**$ -**	**$ 490**	**$ -**
EXPENDITURES-OPERATION & MAINTENANCE	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
FUND BALANCE ENDING	**$ 180**	**$ 606**	**$ 252**	**$ 1,096**	**$ 1,096**

POLICE PROGRAMS (PAGE 5 OF 6)

OPERATING BUDGET

	ACTUAL FY 24	ACTUAL FY 25	BUDGET FY 26	ESTIMATE FY 26	PROPOSED FY 27
HOMELAND SECURITY (FUND 2580)					
FUND BALANCE BEGINNING	**$ 19,032**	**$ 28,435**	**$ 24,557**	**$ 15,279**	**$ 16,727**
REVENUE:					
INTER-GOVERNMENTAL	$ 427,904	$ 466,860	$ 35,000	$ 35,000	$ 520,000
INVESTMENT EARNINGS	182	(2,243)	-	1,448	-
MISCELLANEOUS	212	17	-	-	-
TOTAL REVENUE	**$ 428,298**	**$ 464,634**	**$ 35,000**	**$ 36,448**	**$ 520,000**
EXPENDITURES:					
CAPITAL	$ -	$ 437,459	$ -	$ -	$ 495,000
OPERATION & MAINTENANCE	418,895	40,331	35,000	35,000	25,000
TOTAL EXPENDITURES	**$ 418,895**	**$ 477,790**	**$ 35,000**	**$ 35,000**	**$ 520,000**
FUND BALANCE ENDING	**$ 28,435**	**$ 15,279**	**$ 24,557**	**$ 16,727**	**$ 16,727**
POLICE DRUG FORFEITURES (Funds 7170 & 7180)					
FUND BALANCE BEGINNING	**$ 427,955**	**$ 619,478**	**$ 721,352**	**$ 767,972**	**$ 898,016**
REVENUE:					
FINES & FORFEITS	$ 229,587	$ 202,093	$ 120,000	$ 139,311	$ -
MISCELLANEOUS	(1,694)	562	-	-	-
INVESTMENT EARNINGS	28,900	30,470	6,148	31,733	8,607
TOTAL REVENUE	**$ 256,793**	**$ 233,125**	**$ 126,148**	**$ 171,044**	**$ 8,607**
EXPENDITURES:					
OPERATION & MAINTENANCE	$ 65,270	$ 84,631	$ 76,000	$ 41,000	$ 46,000
TOTAL EXPENDITURES	**$ 65,270**	**$ 84,631**	**$ 76,000**	**$ 41,000**	**$ 46,000**
FUND BALANCE ENDING	**$ 619,478**	**$ 767,972**	**$ 771,500**	**$ 898,016**	**$ 860,623**

POLICE PROGRAMS (PAGE 6 OF 6)

OPERATING BUDGET

	ACTUAL FY 24	ACTUAL FY 25	BUDGET FY 26	ESTIMATE FY 26	PROPOSED FY 27
FUND 7100-POLICE SURCHARGE FOR TECHNOLOGY					
FUND BALANCE BEGINNING	**$ 16,762**	**$ 16,859**	**$ 17,049**	**$ 17,309**	**$ 9,573**
REVENUE:					
FINES & FORFEITS	$ 97	$ 30	$ -	$ 136	$ -
INVESTMENT EARNINGS	-	420	-	653	-
TOTAL REVENUE	**$ 97**	**$ 450**	**$ -**	**$ 789**	**$ -**
EXPENDITURES-OPERATION & MAINTENANCE	**$ -**	**$ -**	**$ 17,049**	**$ 8,525**	**$ -**
FUND BALANCE ENDING	**$ 16,859**	**$ 17,309**	**$ -**	**$ 9,573**	**$ 9,573**

TOTAL OPERATING BUDGET

FUND BALANCE BEGINNING	**$ 740,438**	**$ 968,391**	**$ 1,073,187**	**$ 1,098,017**	**$ 1,264,913**
REVENUE:					
INTER-GOVERNMENTAL	$ 1,104,091	$ 1,087,254	$ 795,390	$ 745,170	$ 1,306,458
CHARGES FOR SERVICE	273,818	200,211	357,600	276,620	295,743
FINES & FORFEITS	229,684	202,549	120,000	139,937	-
INVESTMENT EARNINGS	43,383	41,204	17,324	45,773	21,253
CONTRIBUTIONS / DONATIONS	62,981	61,860	60,000	60,000	60,000
MISCELLANEOUS	(969)	967	-	-	-
INTERFUND TRANSFERS	-	-	112,905	67,743	149,500
DEBT PROCEEDS	-	-	-	-	-
MISCELLANEOUS	-	-	-	-	-
TOTAL REVENUE	**$ 1,712,988**	**$ 1,594,045**	**$ 1,463,219**	**$ 1,335,243**	**$ 1,832,954**
			-		
EXPENDITURES:					
PERSONAL SERVICES	$ 490,734	$ 446,618	$ 998,469	$ 769,702	$ 904,401
OPERATION & MAINTENANCE	991,806	568,348	394,474	398,645	436,400
CAPITAL	-	449,454	-	-	495,000
INTERFUND TRANSFERS	2,495	-	-	-	-
DEBT SERVICE	-	-	-	-	-
TOTAL EXPENDITURES	**$ 1,485,035**	**$ 1,464,420**	**$ 1,392,943**	**$ 1,168,347**	**$ 1,835,801**
FUND BALANCE ENDING	**$ 968,392**	**$ 1,098,016**	**$ 1,143,462**	**$ 1,264,912**	**$ 1,262,065**
LESS:					
RESTRICTED	968,392	1,098,016	1,143,462	1,264,912	1,262,065
PRIOR PERIOD ADJUSMENT	2,362	-	-	-	-
UNASSIGNED	**$ -**	**$ 1**	**$ 1**	**$ -**	**$ 1**

CITY-COUNTY LIBRARY FUND
OPERATING BUDGET

FUND 2600-2610, 2630

	ACTUAL FY 24	ACTUAL FY 25	BUDGET FY 26	ESTIMATE FY 26	PROPOSED FY 27
FUND BALANCE BEGINNING	**$ 4,925,755**	**$ 5,346,390**	**$ 5,079,343**	**$ 5,353,988**	**$ 5,504,692**
REVENUE:					
CITY TAXES	$ 1,324,208	$ 1,530,413	$ 1,550,844	$ 1,546,334	$ 1,603,019
FEDERAL GRANT	-	-			
COUNTY PROPERTY TAX	1,400,933	1,412,174	1,480,000	1,820,427	1,564,100
STATE GRANTS/AID	2,125	2,095	2,200	2,217	2,218
STATE REIMBURSEMENTS	424,770	339,845	162,773	161,653	162,980
CHARGES FOR SERVICE	16,415	8,920	17,400	10,000	15,400
FINES & FORFEITURES	17,114	20,385	16,500	18,300	17,800
INTEREST ON INVESTMENTS	232,586	208,234	150,651	175,028	167,181
DONATIONS/CONTRIBUTIONS	98,929	25,824	99,750	20,050	109,000
TRANSFER FR GENERAL FUND	1,372,417	1,394,332	1,392,818	1,392,818	1,211,824
SALE OF SURPLUS EQUIP	-	-	50	-	50
MISCELLANEOUS	132,939	51,982	85,000	38,830	43,500
TOTAL REVENUE	**$ 5,022,436**	**$ 4,994,204**	**$ 4,957,986**	**$ 5,185,657**	**$ 4,897,072**
EXPENDITURES:					
ADMINISTRATION	$ 946,833	$ 957,036	$ 1,130,519	$ 866,198	$ 1,146,344
FACILITIES	867,309	1,119,202	1,018,684	967,157	1,231,349
CIRCULATION	538,687	562,095	569,955	465,191	579,766
REFERENCE	489,516	504,480	582,843	537,662	613,245
YOUTH SERVICES	209,646	249,274	251,821	231,626	265,275
TECHNICAL PROCESS	259,063	269,889	299,406	276,166	312,074
OUTREACH SERVICES	283,956	239,889	300,253	242,386	301,702
SYSTEM ADMINISTRATION	663,064	707,274	732,552	963,455	762,873
LIBRARY RESOURCES	316,682	341,995	366,337	450,537	375,938
LIBRARY BOARD	2,170	1,840	5,270	1,571	5,270
GRANT EXPENDITURES					
INTERFUND TRANSFERS	24,876	33,632	33,005	33,004	33,147
TOTAL EXPENDITURES	**$ 4,601,802**	**$ 4,986,606**	**$ 5,290,645**	**$ 5,034,953**	**$ 5,626,983**
FUND BALANCE ENDING	**$ 5,346,390**	**$ 5,353,988**	**$ 4,746,684**	**$ 5,504,692**	**$ 4,774,781**
LESS:					
NONSPENDABLE	-	-	-	-	-
RESTRICTED	5,767,024	5,353,988	4,581,854	5,504,692	4,774,781
UNASSIGNED	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**

AMERICAN RESCUE PLAN ACT FUND
OPERATING BUDGET

FUND 2640

	ACTUAL FY 24	ACTUAL FY 25	APPROVED FY 26	ESTIMATE FY 26	PROPOSED FY 27
FUND BALANCE BEGINNING	**$ 837,214**	**$ 751,933**	**$ -**	**$ -**	**$ -**
REVENUE:					
INTER-GOVERNMENTAL	$ -	$ -	$ -	$ -	$ -
INVESTMENT EARNINGS	49,454	29,565	-	-	-
TOTAL REVENUE	**$ 49,454**	**$ 29,565**	**$ -**	**$ -**	**$ -**
EXPENDITURES:					
PERSONAL SERVICES	$ -	$ -	$ -	$ -	$ -
OPERATION & MAINTENANCE	-	-	-	-	-
CAPITAL	134,735	127,539	-	-	-
TRANSFERS	-	653,959	-	-	-
TOTAL EXPENDITURES	**$ 134,735**	**$ 781,498**	**$ -**	**$ -**	**$ -**
FUND BALANCE-ENDING	**$ 751,933**	**$ -**	**$ -**	**$ -**	**$ -**
LESS:					
NONSPENDABLE	-	-	-	-	-
RESTRICTED	751,933	-	-	-	-
COMMITTED	-	-	-	-	-
ASSIGNED	-	-	-	-	-
UNASSIGNED	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**

FUNDS 2650-2990

COMMUNITY DEVELOPMENT GRANT FUNDS (PAGE 1 OF 5)
OPERATING BUDGET

	ACTUAL FY 24	ACTUAL FY 25	BUDGET FY 26	ESTIMATE FY 26	PROPOSED FY 27
COMMUNITY DEV BLOCK GRANTS(FUNDS 2900-2990)					
FUND BALANCE BEGINNING	**$ 132,290**	**$ 179,797**	**$ 217,416**	**$ 151,019**	**$ 362,136**
REVENUE:					
HUD GRANTS	$ 1,227,232	$ 599,180	$ 650,000	$ 455,249	$ 650,000
INTEREST ON LOANS	16,015	5,847	8,533	1,753	2,000
PROGRAM INCOME	160,469	159,333	100,000	201,400	937,619
TRANSFER IN	-	601,935	-	146,280	-
SALE OF FIXED ASSETS	88,263	-	-	229,511	-
TOTAL REVENUE	**$ 1,491,979**	**$ 1,366,295**	**$ 758,533**	**$ 1,034,193**	**$ 1,589,619**
EXPENDITURES:					
PROJECTS	$ 753,654	$ 624,202	$ 445,000	$ 448,657	$ 1,295,000
ADMINISTRATION	191,283	140,655	204,990	228,139	292,619
CAPITAL OUTLAY	499,535	24,019	-	-	-
TRANSFER OUT	-	606,197	-	146,280	-
TOTAL EXPENDITURES	**$ 1,444,472**	**$ 1,395,073**	**$ 649,990**	**$ 823,076**	**$ 1,587,619**
FUND BALANCE ENDING	**$ 179,797**	**$ 151,019**	**$ 325,959**	**$ 362,136**	**$ 364,136**
HOME PROGRAM (FUNDS 2800-2890)					
FUND BALANCE BEGINNING	**$ 712,834**	**$ 891,304**	**$ 1,056,435**	**$ 171,691**	**$ 222,486**
REVENUE:					
HUD GRANTS	$ 36,912	$ 418,065	$ 350,000	$ 315,000	$ 300,000
INTEREST ON INVESTMENTS	53,321	38,536	35,481	25,304	3,122
PROGRAM INCOME	273,642	249,206	100,000	90,000	269,677
TRANSFER IN	-	1,670,543	-	75,521	-
TOTAL REVENUE	**$ 363,875**	**$ 2,376,350**	**$ 485,481**	**$ 505,825**	**$ 572,799**
EXPENDITURES:					
AFFORDABLE HOUSING PROJ	$ 110,308	$ 1,211,425	$ 256,267	$ 254,847	$ 394,677
ADMINISTRATION	57,764	168,026	131,223	124,662	100,000
FIRST TIME HOME BUYER ADM	17,333	12,073	-	-	75,000
TRANSFER OUT	-	1,704,439	-	75,521	-
TOTAL EXPENDITURES	**$ 185,405**	**$ 3,095,963**	**$ 387,490**	**$ 455,030**	**$ 569,677**
FUND BALANCE ENDING	**$ 891,304**	**$ 171,691**	**$ 1,154,426**	**$ 222,486**	**$ 225,608**

COMMUNITY DEVELOPMENT GRANT FUNDS (PAGE 2 OF 5)

OPERATING BUDGET

	ACTUAL FY 24	ACTUAL FY 25	BUDGET FY 26	ESTIMATE FY 26	PROPOSED FY 27
VISTA ADMINISTRATION (FUND 2650, 2660, 2690)					
FUND BALANCE BEGINNING	**$ 6,966**	**$ 5,627**	**$ 7,365**	**$ (7,942)**	**$ 1,607**
REVENUE					
GRANT	$ 88,014	$ 85,607	$ 86,090	$ 85,924	$ 86,526
CHARGES FOR SERVICE	9,895	12,500	15,000	21,250	15,000
CONTRIBUTIONS/ DONATIONS	-	600	-	-	
TRANSFER IN	-	11,941	-	-	-
TOTAL REVENUE	**$ 97,909**	**$ 110,648**	**$ 101,090**	**$ 107,174**	**$ 101,526**
EXPENDITURES:					
ADMINISTRATION	84,997	85,000	$ 84,995	80,745	85,000
OPERATIONS & MAINTENANCE	14,251	10,933	15,000	16,521	15,000
TRANSFER OUT	-	28,284	-	359	-
TOTAL EXPENDITURES	**$ 99,248**	**$ 124,217**	**$ 99,995**	**$ 97,625**	**$ 100,000**
FUND BALANCE ENDING	**$ 5,627**	**$ (7,942)**	**$ 8,460**	**$ 1,607**	**$ 3,133**

BILLINGS COMMUNITY CONNECT & HOMELESS PLAY (FUND 2720)					
FUND BALANCE BEGINNING	**$ 3,542**	**$ 3,726**	**$ 3,834**	**$ 3,889**	**$ 4,038**
TOTAL REVENUE	**$ 184**	**$ 163**	**$ 122**	**$ 149**	**$ 171**
EXPENDITURES-OPERATIONS & MAINTENANCE	**$ -**	**$ -**	**$ -**	**$ -**	**$ 3,480**
FUND BALANCE ENDING	**$ 3,726**	**$ 3,889**	**$ 3,956**	**$ 4,038**	**$ 729**

COMMUNITY DEVELOPMENT GRANT FUNDS (PAGE 3 OF 5)

OPERATING BUDGET

	ACTUAL FY 24	ACTUAL FY 25	BUDGET FY 26	ESTIMATE FY 26	PROPOSED FY 27
BPAIH & MAYOR'S COMMITTEE DONATIONS/TRAINING (FUND 2730)					
FUND BALANCE BEGINNING	**$ -**	**$ -**	**$ -**	**$ 37,441**	**$ 37,441**
REVENUE:					
TRANSFER IN	-	37,441	-	-	-
TOTAL REVENUE	**$ -**	**$ 37,441**	**$ -**	**$ -**	**$ -**
TOTAL EXPENDITURES	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
FUND BALANCE ENDING	**$ -**	**$ 37,441**	**$ -**	**$ 37,441**	**$ 37,441**
COMMUNITY DEVELOPMENT RENT (FUND 2740)					
FUND BALANCE BEGINNING	**$ 11,954**	**$ 6,336**	**$ 6,660**	**$ 6,863**	**$ 16,591**
REVENUE					
INTERGOVERNMENTAL REVENUE	$ 453	$ 662	$ 372	$ 351	$ 372
TRANSFER IN	66,552	35,387	51,470	51,470	42,343
TOTAL REVENUE	**$ 67,005**	**$ 36,049**	**$ 51,842**	**$ 51,821**	**$ 42,715**
OPERATIONS & MAINTENANCE	72,623	35,522	51,470	42,093	42,343
TOTAL EXPENDITURES	**$ 72,623**	**$ 35,522**	**$ 51,470**	**$ 42,093**	**$ 42,343**
FUND BALANCE ENDING	**$ 6,336**	**$ 6,863**	**$ 7,032**	**$ 16,591**	**$ 16,963**
GRANT WRITING/ ENVIRON REVIEW (FUND 2780)					
FUND BALANCE BEGINNING	**$ 894**	**$ 937**	**$ 962**	**$ 975**	**$ 1,010**
INTEREST ON INVESTMENTS	$ 43	$ 38	$ 28	$ 35	$ 39
REVENUE	**$ 43**	**$ 38**	**$ 28**	**$ 35**	**$ 39**
EXPENDITURES-TRANSFER	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
FUND BALANCE ENDING	**$ 937**	**$ 975**	**$ 990**	**$ 1,010**	**$ 1,049**

COMMUNITY DEVELOPMENT GRANT FUNDS (PAGE 4 OF 5)

OPERATING BUDGET

	ACTUAL FY 24	ACTUAL FY 25	BUDGET FY 26	ESTIMATE FY 26	PROPOSED FY 27
HOME -ARP & CDBG-CV Grant (Fund 2790)					
FUND BALANCE BEGINNING	**$ (9,785)**	**$ (18,231)**	**$ 1,378**	**$ (17,911)**	**$ 77,959**
INTEREST ON INVESTMENTS	$ 36	$ (894)	$ -	$ (993)	$ -
INTERGOVERNMENTAL REVENUE	280,858	408,373	725,000	652,500	285,000
TRANSFER IN	-	1,217	-	-	-
REVENUE	**$ 280,894**	**$ 408,696**	**$ 725,000**	**$ 651,507**	**$ 285,000**
PROJECTS	$ 44,412	$ 325,731	$ 530,000	$ 460,642	$ 255,000
ADMINISTRATION	66,974	82,645	99,995	94,995	30,000
CAPITAL	177,954	-	-	-	-
EXPENDITURES-TRANSFER	**$ 289,340**	**$ 408,376**	**$ 629,995**	**$ 555,637**	**$ 285,000**
FUND BALANCE ENDING	**$ (18,231)**	**$ (17,911)**	**$ 96,383**	**$ 77,959**	**$ 77,959**
COUNCIL REVOLVING HOME LOAN FUND (FUND 2770)					
FUND BALANCE BEGINNING	**$ 97,032**	**$ 11,222**	**$ 11,222**	**$ 9,811**	**$ 9,811**
MISCELLANEOUS	$ 55,494	$ (17,254)	$ -	$ -	$ -
TRANSFER IN	-	53,284	-	-	-
TOTAL REVENUE	**$ 55,494**	**$ 36,030**	**$ -**	**$ -**	**$ -**
PROJECTS	$ 84,887	$ -	$ -	$ -	$ -
ADMINISTRATION	56,417	-	-	-	-
TRANSFER OUT	-	37,441	-	-	-
EXPENDITURES-PROJECTS	**$ 141,304**	**$ 37,441**	**$ -**	**$ -**	**$ -**
FUND BALANCE ENDING	**$ 11,222**	**$ 9,811**	**$ 11,222**	**$ 9,811**	**$ 9,811**

COMMUNITY DEVELOPMENT GRANT FUNDS (PAGE 5 OF 5)

OPERATING BUDGET

		ACTUAL FY 24	ACTUAL FY 25	BUDGET FY 26	ESTIMATE FY 26	PROPOSED FY 27
TOTAL OF COMMUNITY DEVELOPMENT GRANT FUNDS						
FUND BALANCE BEGINNING		**$ 955,727**	**$ 1,080,718**	**$ 1,305,272**	**$ 355,836**	**$ 733,079**
REVENUE:						
	INTER-GOVERNMENTAL	$ 1,633,469	$ 1,511,887	$ 1,811,462	$ 1,509,024	$ 1,321,898
	CHARGE FOR SERVICES	9,895	12,500	15,000	21,250	15,000
	INTEREST ON INVESTMENTS	69,599	43,690	44,164	26,248	5,332
	CONTRIBUTIONS / DONATIONS	-	600	-	-	-
	SALE OF FIXED ASSETS	88,263	-	-	229,511	-
	MISCELLANEOUS	489,605	391,285	200,000	291,400	1,207,296
	TRANSFERS	66,552	2,411,748	51,470	273,271	42,343
TOTAL REVENUE		**$ 2,357,383**	**$ 4,371,710**	**$ 2,122,096**	**$ 2,350,704**	**$ 2,591,869**
EXPENDITURES:						
	PERSONAL SERVICES			-		
	PROJECTS	993,261	2,161,358	1,231,267	1,164,146	1,944,677
	ADMINISTRATION	474,768	488,399	521,203	528,541	582,619
	REHAB ADMINISTRATION	-	-	-	-	-
	OPERATIONS & MAINTENANCE	86,874	46,455	66,470	58,614	60,823
	CAPITAL	677,489	24,019	-	-	-
	TRANSFERS	-	2,376,361	-	222,160	-
TOTAL EXPENDITURES		**$ 2,232,392**	**$ 5,096,592**	**$ 1,818,940**	**$ 1,973,461**	**$ 2,588,119**
FUND BALANCE ENDING		**1,080,718**	**355,836**	**1,608,428**	**733,079**	**736,829**
	LESS:					
	RESTRICTED	1,080,718	355,836	1,608,428	733,079	736,829

CEMETERY IMPROVEMENTS FUND
OPERATING BUDGET

FUND 7020

	ACTUAL FY 24	ACTUAL FY 25	BUDGET FY 26	ESTIMATE FY 26	PROPOSED FY 27
FUND BALANCE - BEGINNING	**$ 224,465**	**$ 69,057**	**$ 96,457**	**$ 101,518**	**$ 133,018**
REVENUE:					
SALE OF LOTS	$ 34,904	$ 28,753	$ 22,000	$ 28,000	$ 32,000
INTEREST ON INVESTMENTS	8,152	3,708	2,569	3,500	3,597
TOTAL REVENUE	**$ 43,056**	**$ 32,461**	**$ 24,569**	**$ 31,500**	**$ 35,597**
EXPENDITURES:					
OPERATION & MAINTENANCE	$ 521	$ -	$ -	$ -	$ -
CAPITAL	197,943	-	-	-	130,000
TOTAL EXPENDITURES	**$ 198,464**	**$ -**	**$ -**	**$ -**	**$ 130,000**
FUND BALANCE - ENDING	**$ 69,057**	**$ 101,518**	**$ 121,026**	**$ 133,018**	**$ 38,615**
LESS:					
RESTRICTED	69,057	101,518	121,026	133,018	38,615
UNASSIGNED	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**

CEMETERY IMPROVEMENTS BUDGET NARRATIVE

65% of the proceeds of graves and niches sold are placed in this fund to be used for the upgrades and improvements to Mountview Cemetery. City Council approves all funds used from this account for the betterment of the cemetery.

Revenues
No significant changes.

Expenditures
None

Capital
Capital Expenditures for the spreading garden in the CIP are budgeted in FY2027.

ANIMAL CONTROL DONATIONS
OPERATING BUDGET

FUNDS 7120,7130,7150,7160

	ACTUAL FY 24	ACTUAL FY 25	BUDGET FY 26	ESTIMATE FY 26	PROPOSED FY 27
FUND BALANCE BEGINNING	**$ 22,832**	**$ 24,030**	**$ 24,162**	**$ 25,086**	**$ 26,053**
REVENUE:					
INTEREST ON INVESTMENTS	$ 1,198	$ 1,056	$ 790	$ 967	$ 1,106
TOTAL REVENUE	**$ 1,198**	**$ 1,056**	**$ 790**	**$ 967**	**$ 1,106**
EXPENDITURES:					
TOTAL EXPENDITURES	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
					$ -
FUND BALANCE ENDING	**$ 24,030**	**$ 25,086**	**$ 24,952**	**$ 26,053**	**$ 27,159**
LESS:					
COMMITTED	24,030	25,086	24,952	26,053	27,159
UNASSIGNED	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**

DOWNTOWN REVOLVING LOAN PROGRAM
OPERATING BUDGET

FUND 7230

	ACTUAL FY 24	ACTUAL FY 25	BUDGET FY 26	ESTIMATE FY 26	PROPOSED FY 27
FUND BALANCE BEGINNING	**$ 1,880,034**	**$ 1,970,836**	**$ 2,061,763**	**$ 2,085,249**	**$ 2,168,526**
REVENUE:					
INVESTMENT EARNINGS:					
INTEREST ON LOANS	$ 95,626	$ 49,306	$ 55,000	$ 48,572	$ 55,000
INTEREST ON INVESTMENTS	-	82,771	62,471	41,735	87,459
MISCELLANEOUS-REPAYMENT OF LOANS	163,380	256,113	60,000	-	60,000
TOTAL REVENUE	**$ 259,006**	**$ 388,190**	**$ 177,471**	**$ 90,307**	**$ 202,459**
EXPENDITURES:					
OPERATION & MAINTENANCE:					
CHARGES FOR SERVICE	$ 43,204	$ 23,777	$ 7,030	$ 7,030	$ 1,559
LOANS	125,000	250,000	800,000	-	800,000
TOTAL EXPENDITURES	**$ 168,204**	**$ 273,777**	**$ 807,030**	**$ 7,030**	**$ 801,559**
FUND BALANCE ENDING	**$ 1,970,836**	**$ 2,085,249**	**$ 1,432,204**	**$ 2,168,526**	**$ 1,569,426**
LESS:					
NONSPENDABLE	-	-	-	-	-
RESTRICTED	1,970,836	2,085,249	1,432,204	2,168,526	1,569,426
COMMITTED	-	-	-	-	-
ASSIGNED	-	-	-	-	-
UNASSIGNED	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**

DOWNTOWN REVOLVING LOAN PROGRAM BUDGET NARRATIVE

The Downtown Revolving Loan was established to spur development downtown. The program was established in 1976 with a contribution from the Tax Increment Fund of approximately $600,000. Loans are provided for eligible projects up to $250,000.

Revenues
A similar number of loans are planned in FY 2020.

Expenditures
A similar number of loans are planned in FY 2020.

Capital
None

AMEND PARK FUND
OPERATING BUDGET

FUND 7580

	ACTUAL FY 24	ACTUAL FY 25	BUDGET FY 26	ESTIMATE FY 26	PROPOSED FY 27
FUND BALANCE BEGINNING	**$ 223,170**	**$ 217,039**	**$ 20,579**	**$ 228,709**	**$ 212,709**
REVENUE:					
PARK SERVICES	$ 10,672	$ 12,736	$ 25,000	$ 18,000	$ 21,200
INTEREST ON INVESTMENTS	11,988	9,945	7,449	12,000	9,449
TOTAL REVENUE	**$ 22,660**	**$ 22,681**	**$ 32,449**	**$ 30,000**	**$ 30,649**
EXPENDITURES:					
OPERATIONS & MAINT.	$ 20,857	$ 2,581	$ 37,216	$ 35,000	$ 23,599
TRANSFER-PRPL OPS	7,934	8,430	15,000	11,000	15,000
TOTAL EXPENDITURES	**$ 28,791**	**$ 11,011**	**$ 52,216**	**$ 46,000**	**$ 38,599**
FUND BALANCE ENDING	**$ 217,039**	**$ 228,709**	**$ 812**	**$ 212,709**	**$ 204,759**
LESS:					
NONSPENDABLE	-	-	-	-	-
RESTRICTED	-	-	-	-	-
COMMITTED	217,039	228,709	812	212,709	204,759
ASSIGNED	-	-	-	-	-
UNASSIGNED	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**

AMEND PARK FUND BUDGET NARRATIVE

This fund was established to support Amend Park. The interest earnings are transferred to the PRPL Operationsl Fund annually. The other revenue is used to help maintain Amend Park.

Revenues
Revenue is decreasing because it is being allocated to other funds.

Expenditures
Maintenance expenses of $23,599 are budgeted for Amend Park in FY27.

Capital
None

BALLPARK REPAIR FUND
OPERATING BUDGET

FUNDS 7670

	ACTUAL FY 24	ACTUAL FY 25	BUDGET FY 26	ESTIMATE FY 26	PROPOSED FY 27
FUND BALANCE BEGINNING	**$ 149,176**	**$ 163,211**	**$ 175,211**	**$ 180,642**	**$ 84,777**
REVENUE:					
PARK REPAIRS AND MAINTENANCE					
TRANSFERS	$ 30,000	$ 30,000	$ 30,000	$ 30,000	$ 30,000
INTEREST EARNINGS	8,370	7,188	-	6,000	5,217
MISCELLANEOUS	-	40	5,217	-	-
TOTAL REVENUE	**$ 38,370**	**$ 37,228**	**$ 35,217**	**$ 36,000**	**$ 35,217**
EXPENDITURES:					
PARK REPAIRS AND MAINTENANCE					
OPERATIONS & MAINTENANCE	$ 24,335	$ 19,797	$ 91,865	$ 131,865	$ 32,085
TOTAL EXPENDITURES	**$ 24,335**	**$ 19,797**	**$ 91,865**	**$ 131,865**	**$ 32,085**
FUND BALANCE ENDING	**$ 163,211**	**$ 180,642**	**$ 118,563**	**$ 84,777**	**$ 87,909**
LESS:					
COMMITTED	163,211	180,642	118,563	84,777	87,909
UNASSIGNED	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**

BALLPARK REPAIR FUND BUDGET NARRATIVE

This fund accounts for regular maintenance to the ball field and stadium.

Revenues
No significant changes.

Expenditures
Expenditures of $91,865 have been budgeted for & completed the Infield Repair in FY 2026.

Capital
None

BALLFIELD / STADIUM DONATION FOR CAPITAL MAINTENANCE FUND
OPERATING BUDGET

FUNDS 7680

	ACTUAL FY 24	ACTUAL FY 25	BUDGET FY 26	ESTIMATE FY 26	PROPOSED FY 27
FUND BALANCE BEGINNING	**$ 428,023**	**$ 543,657**	**$ 648,657**	**$ 588,290**	**$ 315,057**
REVENUE:					
PARK REPAIRS AND MAINTENANCE					
INTEREST ON INVESTMENTS	$ 24,482	$ 23,567	$ 17,297	$ 15,000	$ 19,297
LEASE - MUSTANGS-prior yr	101,183	42,065	-	60,000	-
TRANSFERS	-	-	-	-	-
CONTRIBUTIONS	304	18,343	70,000	-	65,000
TOTAL REVENUE	**$ 125,969**	**$ 83,975**	**$ 87,297**	**$ 75,000**	**$ 84,297**
EXPENDITURES:					
PARK REPAIRS AND MAINTENANCE					
OPERATIONS & MAINTENANCE	$ 14,785	$ 29,592	$ 12,003	$ 12,003	$ 7,275
CAPITAL	-	9,750	300,000	336,230	-
TOTAL EXPENDITURES	**$ 14,785**	**$ 39,342**	**$ 312,003**	**$ 348,233**	**$ 7,275**
PRIOR PERIOD ADJUSTMENT	$ 4,450	$ -	$ -	$ -	$ -
FUND BALANCE ENDING	**$ 543,657**	**$ 588,290**	**$ 423,951**	**$ 315,057**	**$ 392,079**
LESS:					
COMMITTED	543,657	588,290	423,951	315,057	392,079
UNASSIGNED	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**

BALLFIELD/STADIUM DONATION BUDGET NARRATIVE

This fund accounts for donations to fund future capital maintenance for the ballfield and stadium.

Revenues
No significant changes.

Expenditures
No significant changes.

Capital
The Netting at Dehler Ball Park was scheduled for replacement in FY2026. The initial project could not be completed in FY 2025 for $100,000. This capital cost was increased to $335,000 in FY 2026.

PARKS PROGRAMS
OPERATING BUDGET

FUND 7690-7750,7760, 7770

	ACTUAL FY 24	ACTUAL FY 25	BUDGET FY 26	ESTIMATE FY 26	PROPOSED FY 27
FUND BALANCE BEGINNING	**$ 2,147,854**	**$ 2,289,181**	**$ 1,870,681**	**$ 1,898,157**	**$ 2,122,126**
REVENUE:					
PARK ACQUISITION & IMPROVEMENTS					
INVESTMENT EARNINGS	$ 117,758	$ 98,614	$ 92,029	$ 70,000	$ 119,849
LEASE REVENUE & INTEREST	36,199	3,185	5,290	5,000	-
CONTRIBUTIONS-MISC	43,576	86,168	115,000	46,529	68,000
CHARGE FOR SERVICE	-	25,308	-	5,290	5,290
TRANSFER IN-PAR 3	20,000	-	-	20,000	20,000
PAY IN LIEU PARK DEDICATION	26,087	38,784	-	102,740	50,000
CEM-CENTRAL AVE IRRIGATION	-	-	-	-	-
TRANSFER IN	-	-	4,710	4,710	4,710
USDA-FORESTRY GRANT	-	24,348	-	-	-
KIWANIS-LICENSE PLATES	1,245	1,178	1,500	1,200	-
TRASH FOR TREES	10,524	7,517	6,000	5,000	6,000
TOTAL REVENUE	**$ 255,389**	**$ 285,102**	**$ 224,529**	**$ 260,469**	**$ 273,849**
EXPENDITURES:					
PARK ACQUISITION & IMPROVEMENTS					
OPERATIONS & MAINTENANCE	$ 19,525	$ 32,230	$ 12,393	$ 30,000	$ 12,546
CAPITAL	-	-	-	-	-
TRANSFER OUT-Stagecoach Trail	-	615,000	-	-	-
USDA-FORESTRY GRANT	-	24,348	89,637	-	-
CEM-CENTRAL AVE IRRIGATION	-	-	50,000	-	50,000
KIWANIS-LICENSE PLATES	-	-	1,500	1,500	3,000
COTTONWOOD PARK	-	-	-	-	-
CASH-IN-LIEU					
CAPITAL OUTLAY	58,012	-	682,986	-	190,000
TRASH FOR TREES	19,782	4,548	18,000	5,000	18,000
TOTAL EXPENDITURES	**$ 97,319**	**$ 676,126**	**$ 854,516**	**$ 36,500**	**$ 273,546**
PRIOR PERIOD ADJUSTMENT	$ (16,743)	$ -	$ -	$ -	$ -
FUND BALANCE ENDIN(	**$ 2,289,181**	**$ 1,898,157**	**$ 1,240,694**	**$ 2,122,126**	**$ 2,122,429**
LESS:					
RESTRICTED	2,289,181	1,898,157	1,240,694	2,122,126	2,122,429
UNASSIGNED	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**

FORMER FEDERAL BUILDING - MANAGER
OPERATING BUDGET

FUND 7970

	ACTUAL FY 24	ACTUAL FY 25	BUDGET FY 26	ESTIMATE FY 26	PROPOSED FY 27
FUND BALANCE BEGINNING	**$ -**	**$ -**	**$ -**	**$ 13**	**$ 174,271**
REVENUE:					
CAPITAL CONTRIBUTIONS	$ -	$ -	$ -	$ -	$ -
OTHER INCOME		-		-	
INTEREST ON INVESTMENTS					
TRANSFER IN	-	13	-	6,174,258	-
TOTAL REVENUE	**$ -**	**$ 13**	**$ -**	**$ 6,174,258**	**$ -**
EXPENDITURES:					
OP & MAINT	$ -	$ -	$ -	$ -	$ -
PRINCIPAL	-	-	-	-	-
TRANSFER OUT	-	-	-	6,000,000	-
TOTAL EXPENDITURES	**$ -**	**$ -**	**$ -**	**$ 6,000,000**	**$ -**
FUND BALANCE ENDING	**$ -**	**$ 13**	**$ -**	**$ 174,271**	**$ 174,271**
LESS:					
NONSPENDABLE	-	-	-	-	-
RESTRICTED	-	13	-	174,271	174,271
COMMITTED	-	-	-	-	-
ASSIGNED	-	-	-	-	-
UNASSIGNED	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**

FORMER FEDERAL BUILDING - MANAGER

This fund is for

FORMER FEDERAL BUILDING - LANDLORD
OPERATING BUDGET

FUND 798

	ACTUAL FY 24	ACTUAL FY 25	BUDGET FY 26	ESTIMATE FY 26	PROPOSED FY 27
FUND BALANCE BEGINNING	**$ -**	**$ -**	**$ -**	**$ 767,472**	**$ 661,756**
REVENUE:					
CAPITAL CONTRIBUTIONS	$ -	$ 1,258,407	$ -	$ 6,600,947	$ -
INTEREST ON INVESTMENTS	-	-	-	95,708	-
TOTAL REVENUE	**$ -**	**$ 1,258,407**	**$ -**	**$ 6,696,655**	**$ -**
EXPENDITURES:					
OP & MAINT	$ -	$ 490,922	$ -	$ 628,113	$ 395,563
PRINCIPAL	-	-	-	-	-
TRANSFER OUT	-	13	-	6,174,258	-
TOTAL EXPENDITURES	**$ -**	**$ 490,935**	**$ -**	**$ 6,802,371**	**$ 395,563**
FUND BALANCE ENDING	**$ -**	**$ 767,472**	**$ -**	**$ 661,756**	**$ 266,193**
LESS:					
NONSPENDABLE	-	-	-	-	-
RESTRICTED	-	767,472	-	661,756	266,193
COMMITTED	-	-	-	-	-
ASSIGNED	-	-	-	-	-
UNASSIGNED	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**

FORMER FEDERAL BUILDING LANDLORD

This fund is for

STREET MAINTENANCE DISTRICTS FUND
OPERATING BUDGET

FUND 8010 & 8020

	ACTUAL FY 24	ACTUAL FY 25	BUDGET FY 26	ESTIMATE FY 26	PROPOSED FY 27
FUND BALANCE BEGINNING	**$ 10,294,185**	**$ 15,956,865**	**$ 13,955,863**	**$ 20,544,588**	**$ 18,102,197**
REVENUE:					
SPECIAL ASSESSMENTS	$ 16,229,229	$ 17,767,436	$ 17,405,000	$ 17,785,000	$ 19,048,000
INTEREST ON INVESTMENTS	666,666	779,668	355,000	866,214	635,000
TOTAL REVENUE	**$ 16,895,895**	**$ 18,547,104**	**$ 17,760,000**	**$ 18,651,214**	**$ 19,683,000**
EXPENDITURES:					
OPERATION & MAINTENANCE	$ 9,511,403	$ 8,445,867	$ 9,999,948	$ 9,999,948	$ 10,530,694
CAPITAL	1,721,812	5,513,514	7,796,000	11,093,657	11,272,000
TOTAL EXPENDITURES	**$ 11,233,215**	**$ 13,959,381**	**$ 17,795,948**	**$ 21,093,605**	**$ 21,802,694**
PRIOR PERIOD ADJUSTMENT	$ -	$ -	$ -	$ -	$ -
FUND BALANCE ENDING	**$ 15,956,865**	**$ 20,544,588**	**$ 13,919,915**	**$ 18,102,197**	**$ 15,982,503**
LESS:					
NONSPENDABLE	-	-	-	-	-
RESTRICTED	15,956,865	20,544,588	13,919,915	18,102,197	15,982,503
UNASSIGNED	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**

ROAD MAINTENANCE FUND
OPERATING BUDGET

FUND 8060

	ACTUAL FY 24	ACTUAL FY 25	BUDGET FY 26	ESTIMATE FY 26	PROPOSED FY 27
FUND BALANCE BEGINNING	**$ 21,637**	**$ 25,120**	**$ 28,555**	**$ 28,510**	**$ 30,763**
REVENUE:					
SPECIAL ASSESSMENTS	$ 2,880	$ 2,765	$ 822	$ 2,800	$ 2,875
INTEREST ON INVESTMENT	1,167	1,126	2,875	1,200	1,151
TOTAL REVENUE	**$ 4,047**	**$ 3,891**	**$ 3,697**	**$ 4,000**	**$ 4,026**
EXPENDITURES:					
OPERATION & MAINTENANC	$ 564	$ 501	$ 1,747	$ 1,747	$ 1,798
CAPITAL					
TOTAL EXPENDITURES	**$ 564**	**$ 501**	**$ 1,747**	**$ 1,747**	**$ 1,798**
PRIOR PERIOD ADJUSTMEN	$ -	$ -	$ -	$ -	$ -
FUND BALANCE ENDING	**$ 25,120**	**$ 28,510**	**$ 30,505**	**$ 30,763**	**$ 32,991**
LESS:					
RESTRICTED	25,120	28,510	30,505	30,763	32,991
UNASSIGNED	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**

ROAD MAINTENANCE BUDGET NARRATIVE

The Road Maintenance Fund will be used to maintain an alternate road out of the Briarwood subdivision. This will be maintained for emergency vehicles in the event that the primary entrance is not usable. The revenues are provided from assessment of 28 property owners who border the area at $102.68 each.

Revenues
No significant changes.

Expenditures
No significant changes.

Capital
None

STREET LIGHT MAINTENANCE DISTRICTS FUND
OPERATING BUDGET

FUND 8100

	ACTUAL FY 24	ACTUAL FY 25	BUDGET FY 26	ESTIMATE FY 26	PROPOSED FY 27
FUND BALANCE - BEGINNING	**$ 2,178,365**	**$ 2,438,505**	**$ 2,345,177**	**$ 2,868,848**	**$ 2,615,492**
REVENUE:					
INTEREST EARNINGS	$ 107,619	$ 107,589	$ 70,000	$ 119,685	$ 120,000
SPECIAL ASSESSMENTS	2,714,281	2,744,026	2,770,000	2,873,947	2,873,947
MISCELLANEOUS	10,730	28,361	-	1,519	-
TOTAL REVENUE	**$ 2,832,630**	**$ 2,879,976**	**$ 2,840,000**	**$ 2,995,151**	**$ 2,993,947**
EXPENDITURES:					
OPERATIONS & MAINTENANCE	$ 2,572,490	$ 2,449,633	$ 3,359,807	$ 3,248,507	$ 3,176,065
TOTAL EXPENDITURES	**$ 2,572,490**	**$ 2,449,633**	**$ 3,359,807**	**$ 3,248,507**	**$ 3,176,065**
PRIOR PERIOD ADJUSTMENT	$ -	$ -	$ -	$ -	$ -
FUND BALANCE - ENDING	**$ 2,438,505**	**$ 2,868,848**	**$ 1,825,370**	**$ 2,615,492**	**$ 2,433,374**
LESS:					
NONSPENDABLE	-	-	-	-	-
RESTRICTED	2,438,505	2,868,848	1,825,370	2,615,492	2,433,374
UNASSIGNED	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**

STREET LIGHT MAINTENANCE BUDGET NARRATIVE

The Street Light Maintenance Fund is used to pay light bills, assessments, administration, and maintenance on City-owned and Northwestern Energy owned street light districts. The proceeds in this fund are derived from assessments on 195 separate Special Improvement Light Maintenance Districts (SILMDs). Currently there are 119 NorthWestern Energy (NWE) districts, 66 City districts, 8 districts that have a combination of NWE and City owned lights, and 2 Yellowstone Valley Electric Cooperative districts. Each light district's budget reflects projected expenses and revenues derived from historical and projected data.

Revenues

FY 2027 revenues are budgeted at $2,993,947, which is an increase of $153,947 from the FY 2026 budget.

Expenditures

FY 2026 expenditures are estimated at $3,248,507, which is an increase of $798,874 from the previous year.

Capital

None

STORM SEWER FUND
OPERATING BUDGET

FUND 8400 & 2070

	ACTUAL FY 24	ACTUAL FY 25	BUDGET FY 26	ESTIMATE FY 26	PROPOSED FY 27
FUND BALANCE BEGINNING	**$ 4,778,352**	**$ 4,838,197**	**$1,969,447**	**$ 3,914,376**	**$ 7,178,458**
REVENUE:					
SPECIAL ASSESSMENTS	$ 5,630,956	$ 29,633	$ -	$ 3,950	$ -
CHARGE FOR SERV REVENUE	-	6,248,311	9,500,000	9,400,000	10,683,000
GRANT REVENUE		469,508	-	-	-
INTEREST ON INVESTMENTS	270,923	226,235	153,000	230,687	220,900
OTHER FINANCING		-	12,538,000	12,538,000	12,500,000
OTHER	5,991	6,038	6,000	6,072	6,100
TOTAL REVENUE	**$ 5,907,870**	**$ 6,979,725**	**$ 22,197,000**	**$ 22,178,709**	**$ 23,410,000**
EXPENDITURES:					
OPERATIONS & MAINTENANCE	$ 1,922,481	$ 4,119,084	$ 5,449,565	$ 5,665,565	$ 3,171,982
CAPITAL	3,795,544	2,789,592	11,280,000	12,234,062	7,659,000
EQUIPMENT REPLACEMENT					
TRANSFERS TO BOND AND INTEREST	130,000	994,870	1,465,000	1,015,000	1,819,000
TOTAL EXPENDITURES	**$ 5,848,025**	**$ 7,903,546**	**$ 18,194,565**	**$ 18,914,627**	**$ 12,649,982**
PRIOR PERIOD ADJUSTMENT	$ -	$ -	$ -	$ -	$ -
FUND BALANCE ENDING	**$ 4,838,197**	**$ 3,914,376**	**$ 5,971,882**	**$ 7,178,458**	**$ 17,938,476**
LESS:					
NONSPENDABLE	-	-	-	-	-
RESTRICTED	4,838,197	3,914,376	5,971,882	7,178,458	17,938,476
UNASSIGNED	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**

ARTERIAL STREET FEES FUND
OPERATING BUDGET

FUND 8450

	ACTUAL FY 24	ACTUAL FY 25	BUDGET FY 26	ESTIMATE FY 26	PROPOSED FY 27
FUND BALANCE BEGINNING	**$ 6,418,386**	**$ (455,335)**	**$ -**	**$ (75,645)**	**$ -**
REVENUE:					
SPECIAL ASSESSMENTS	$ 146	$ -	$ -	$ -	$ -
INTEREST ON INVESTMENTS	204,049	12,461	-	7,023	
LOAN PROCEEDS (INTERFUND)			-	74,847	
LOCAL CONTRIBUTIONS			-	-	
MISCELLANEOUS	234,047	-	-	-	-
GRANTS-ARRA			-	-	
GRANTS-DOT	3,162,619	498,919	-	-	-
TOTAL REVENUE	**$ 3,600,861**	**$ 511,380**	**$ -**	**$ 81,870**	**$ -**
EXPENDITURES:					
OPERATION & MAINTENANCE	$ 2,442	$ -	$ -	$ -	$ -
CAPITAL	10,472,140	131,690	-	-	-
TRANSFERS	-	-	-	6,225	-
TOTAL EXPENDITURES	**$ 10,474,582**	**$ 131,690**	**$ -**	**$ 6,225**	**$ -**
FUND BALANCE ENDING	**$ (455,335)**	**$ (75,645)**	**$ -**	**$ -**	**$ -**
UNOBLIGATED CASH FOR CURRENT USE	**$ (455,335)**	**$ (75,645)**	**$ -**	**$ -**	**$ -**
LESS:					
COMMITTED	(455,335)	(75,645)	-	-	-
UNASSIGNED	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**

PARK MAINTENANCE DISTRICTS FUNDS
OPERATING BUDGET

FUND 8720

	ACTUAL FY 24	ACTUAL FY 25	BUDGET FY 26	ESTIMATE FY 26	PROPOSED FY 27
FUND BALANCE	**$ 2,088,279**	**$ 2,729,219**	**$ 2,925,137**	**$ 3,325,630**	**$ 3,675,675**
REVENUE:					
SPECIAL ASSESSMENTS	$ 1,347,317	$ 1,464,179	$ 1,677,378	$ 1,500,000	$ 1,787,869
INTEREST EARNINGS	106,433	115,502	82,642	100,000	115,699
TRANSFER IN REVENUE	-	-	-	-	-
MISCELLANEOUS	2,074	243	-	-	-
TOTAL REVENUE	**$ 1,455,824**	**$ 1,579,924**	**$ 1,760,020**	**$ 1,600,000**	**$ 1,903,568**
EXPENDITURES:					
OPERATIONS & MAINTENANCE	$ 814,884	$ 970,083	$ 1,490,975	$ 1,100,810	$ 1,607,584
CAPITAL	-	13,430	165,000	149,145	150,000
TOTAL EXPENDITURES	**$ 814,884**	**$ 983,513**	**$ 1,655,975**	**$ 1,249,955**	**$ 1,757,584**
FUND BALANCE ENDING	**$ 2,729,219**	**$ 3,325,630**	**$ 3,029,182**	**$ 3,675,675**	**$ 3,821,659**
LESS:					
RESTRICTED	2,729,219	3,325,630	3,029,182	3,675,675	3,821,659
UNASSIGNED	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**

PARK MAINTENANCE DISTRICTS BUDGET NARRATIVE

The Park Maintenance District Division manages and maintains 36 developed community and neighborhood parks throughout Billings. The fund is used for management and maintenance of the parks, including irrigation systems and water services, turf management and maintenance, weed management, playground inspections and maintenance, trash removal, snow removal, tree and shrub care, and other services.

Revenues

Revenue is generated through assessments to property owners within each of the 36 districts. Revenues in four districts increased due to new parkland being added to existing districts. Districts that have a playground within the park will have an increase to establish a fund balance to replace the playgrounds as they near the end of their life cycle.

Expenditures

Expenditures have increased for FY 27.

Capital

Pump station upgrades at Ironwood originally planned in FY2025 CIP are going to be completed in FY2027. Also, expenses for sidewalk repairs are budgeted for the Harvest Park and Olympic Park PMD's.

PRPL OPERATIONS FUNDS
OPERATING BUDGET

FUND 8730

	ACTUAL FY 24	ACTUAL FY 25	BUDGET FY 26	ESTIMATE FY 26	REQUEST FY 27	PROPOSED FY 27
FUND BALANCE	**$ 3,918,784**	**$ 4,739,865**	**$ 4,739,865**	**$ 3,160,923**	**$ 2,438,178**	**$ 2,438,178**
REVENUE:						
SPECIAL ASSESSMENTS	$ 16,336	$ 1,548	$ -	$ -	$ -	$ -
LICENSES & PERMITS	-	6,750	6,000	6,500	7,000	7,000
FED & STATE GRANTS	893,984	86,149	50,000	100,000	50,000	60,000
CHARGES FOR SERVICE	895	1,419,637	1,784,087	1,420,000	1,841,925	1,984,925
INTEREST EARNINGS	175,042	120,406	100,706	75,000	75,706	75,706
CONTRIBUTION/DONATIONS	20,000	4,158	4,000	80,000	255,000	255,000
TRANSFER IN REVENUE	3,823,482	7,545,981	7,090,866	7,027,866	6,956,309	7,304,188
MISCELLANEOUS	3,377	8,867	-	-	-	-
TOTAL REVENUE	**$ 4,933,116**	**$ 9,193,496**	**$ 9,035,659**	**$ 8,709,366**	**$ 9,185,940**	**$ 9,686,819**
EXPENDITURES:						
PERSONAL SERVICES	$ 279,005	$ 5,124,755	$ 5,268,468	$ 4,829,116	$ 5,822,872	$ 5,822,872
OPERATIONS & MAINT	1,449,219	2,095,365	2,694,916	2,368,735	2,595,952	2,505,952
CAPITAL	2,019,265	3,169,763	1,955,000	1,856,000	993,000	993,000
TRANSFER OUT	364,546	382,555	378,260	378,260	418,008	418,008
TOTAL EXPENDITURES	**$ 4,112,035**	**$ 10,772,438**	**$ 10,296,644**	**$ 9,432,111**	**$ 9,829,832**	**$ 9,739,832**
FUND BALANCE ENDING	**$ 4,739,865**	**$ 3,160,923**	**$ 3,478,880**	**$ 2,438,178**	**$ 1,794,286**	**$ 2,385,165**
LESS:						
RESTRICTED	4,739,865	3,160,923	3,478,880	2,438,178	1,794,286	2,385,165
UNASSIGNED	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**

PRPL OPERATIONS BUDGET NARRATIVE

Through the establishment and funding of the city-wide park maintenance district, deferred maintenance items in General Fund-Parks will be fixed and repaired; thus, improving the quality and enjoyment of these facilities for the public.

Revenues

Revenue comes from taxes assessed to property owners within the city limits of Billings. In FY 2027, a transfer will be used to move the necessary tax revenue from the General Fund to cover the costs in the PRPL Operating Fund 8730.

Expenditures

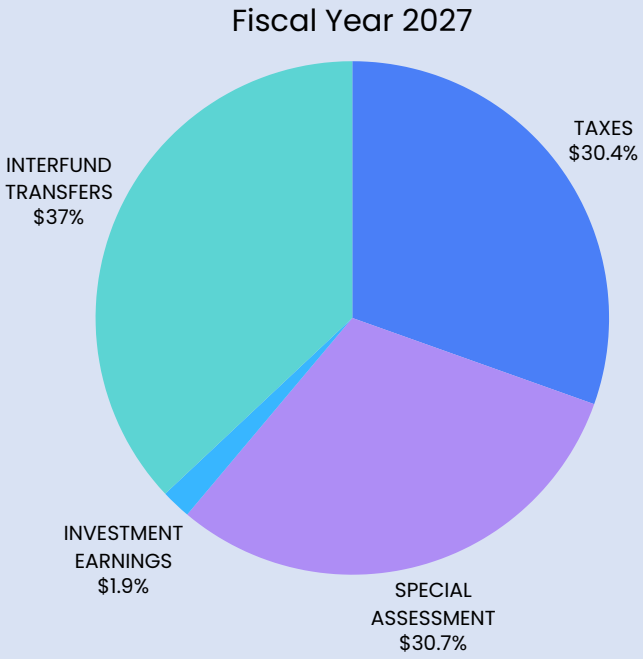
Expenditures in FY 27 are anticipated at $9,829,832. Starting with FY25, costs for Parks, Rec, Cemetery and Forestry that were previously budgeted in the General Fund were moved into Fund 8730.

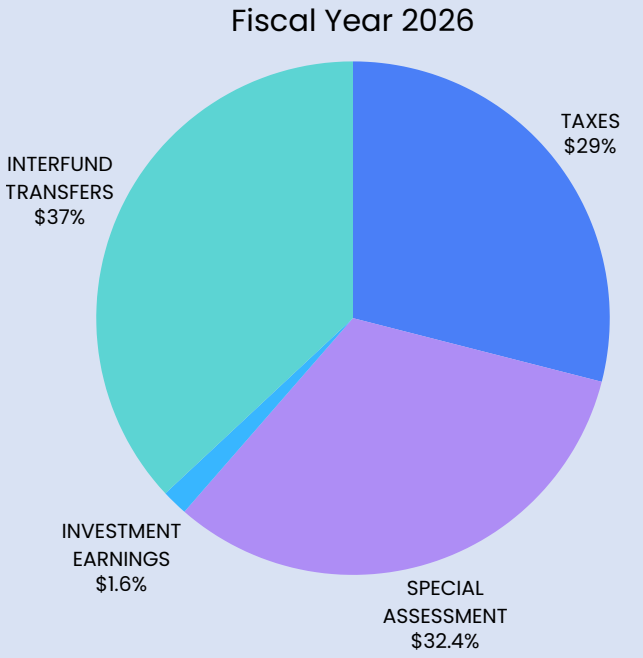
Capital

Capital for FY 27 include projects that were approved in the the CIP Plan and also repairing and replacing items that have reached the end of their useful lifes.

DEBT SERVICE FUNDS

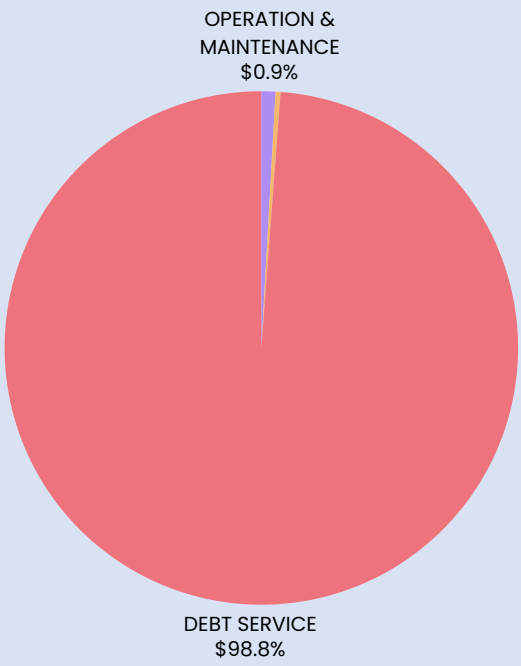
DEBT SERVICE FUNDS
SUMMARY OF REVENUES



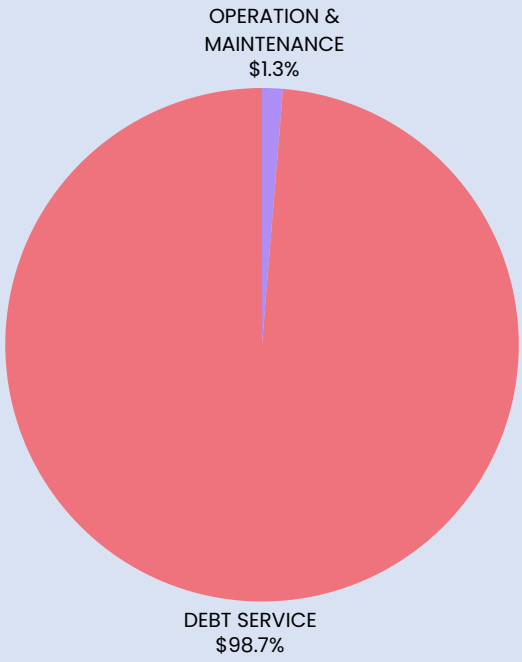


SPECIAL REVENUE FUNDS
SUMMARY OF EXPENDITURES

Fiscal Year 2027



Fiscal Year 2026



DEBT SERVICE FUNDS
SUMMARY
OPERATING BUDGET
FY 27

	SPECIAL IMPROVEMENT DISTRICTS	CITY HALL	SERIES 2004A STREET IMPROVEMENTS	STORM SEWER	SIDEWALK & CURB DISTRICTS	SERIES 2015 BASEBALL FIELD REFUNDING	SERIES 2021 LIBRARY
FUND BALANCE - BEGINNING	**$ 1,839,236**	**$ 1,043,671**	**$ 16,000**	**$ 2,310,010**	**$ 1,240,092**	**$ 706,798**	**$ 655,227**
REVENUE:							
TAXES	$ -	$ 233,000	$ -	$ -	$ -	$ 679,821	$ 789,759
SPECIAL ASSESSMENTS	940,000	-	-	-	775,000	-	-
INVESTMENT EARNINGS	67,053	-	-	34,230	-	1,439	2,282
DONATIONS	-	-	-	-	-	-	-
INTERFUND TRANSFERS	-	234,056	-	1,819,000	-	-	16,000
TOTAL REVENUE	**$ 1,007,053**	**$ 467,056**	**$ -**	**$ 1,853,230**	**$ 775,000**	**$ 681,260**	**$ 808,041**
EXPENDITURES:							
OPERATION & MAINTENANCE	$ 31,200	$ -	$ -	$ 900	$ 12,400	$ 400	$ 400
DEBT SERVICE	770,000	467,056	-	1,816,875	506,200	746,200	751,686
INTERFUND TRANSFERS	-	-	16,000	-	-	-	-
TOTAL EXPENDITURES	**$ 801,200**	**$ 467,056**	**$ 16,000**	**$ 1,817,775**	**$ 518,600**	**$ 746,600**	**$ 752,086**
FUND BALANCE ENDING	**$ 2,045,089**	**$ 1,043,671**	**$ -**	**$ 2,345,465**	**$ 1,496,492**	**$ 641,458**	**$ 711,182**

DEBT SERVICE FUNDS
SUMMARY
OPERATING BUDGET
FY 27

	PROPOSED BUDGET FY 27	APPROVED BUDGET FY 26	INCREASE (DECREASE)	ACTUAL FY 25
FUND BALANCE - BEGINNING	**$ 7,811,034**	**$ 8,982,069**	**$ (1,171,035)**	**$ 7,376,530**
REVENUE:				
TAXES	$ 1,702,580	$ 1,533,480	$ 169,100	$ 1,443,402
SPECIAL ASSESSMENTS	1,715,000	1,715,000	-	1,174,292
INVESTMENT EARNINGS	105,004	86,735	18,269	148,377
DONATIONS	-	-	-	-
INTERFUND TRANSFERS	2,069,056	1,955,034	114,022	994,872
TOTAL REVENUE	**$ 5,591,640**	**$ 5,290,249**	**$ 301,391**	**$ 5,282,346**
EXPENDITURES:				
OPERATION & MAINTENANCE	$ 45,300	$ 72,897	$ (27,597)	$ 675,404
DEBT SERVICE	5,058,017	8,418,023	(3,360,006)	3,033,834
INTERFUND TRANSFERS	16,000	-	16,000	103,691
TOTAL EXPENDITURES	**$ 5,119,317**	**$ 8,490,920**	**$ (3,371,603)**	**$ 12,107,447**
FUND BALANCE ENDING	**$ 8,283,357**	**$ 5,781,398**	**$ 2,501,959**	**$ 551,429**

2021 SERIES LIBRARY
OPERATING BUDGET

FUND 3040

	ACTUAL FY 24	ACTUAL FY 25	BUDGET FY 26	ESTIMATE FY 26	PROPOSED FY 27
FUND BALANCE BEGINNING	**$ 845,209**	**$ 763,217**	**$ 732,809**	**$ 718,025**	**$ 655,227**
REVENUE:					
PROPERTY TAXES	$ 669,779	$ 699,483	$ 766,740	$ 734,526	$ 789,759
TRANSFERS	-	-	-	-	16,000
INTEREST ON INVESTMENTS	16,918	10,385	3,582	1,612	2,282
TOTAL REVENUE	**$ 686,697**	**$ 709,868**	**$ 770,322**	**$ 736,138**	**$ 808,041**
EXPENDITURES:					
PRINCIPAL	$ 530,000	$ 555,000	$ 585,000	$ 585,000	$ 610,000
INTEREST AND FISCAL CHARGES	238,289	200,060	213,936	213,936	141,686
FISCAL AGENT FEES	400	-	650	-	400
TOTAL EXPENDITURES	**$ 768,689**	**$ 755,060**	**$ 799,586**	**$ 798,936**	**$ 752,086**
FUND BALANCE ENDING	**$ 763,217**	**$ 718,025**	**$ 843,871**	**$ 655,227**	**$ 711,182**
LESS:					
NONSPENDABLE	-	-	-	-	-
RESTRICTED	763,217	718,025	843,871	655,227	711,182
COMMITTED	-	-	-	-	-
ASSIGNED	-	-	-	-	-
UNASSIGNED	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**

SERIES 2015 REFUNDING BASEBALL FIELD & STADIUM FUND
OPERATING BUDGET

FUND 3120

	ACTUAL FY 24	ACTUAL FY 25	BUDGET FY 26	ESTIMATE FY 26	PROPOSED FY 27
FUND BALANCE BEGINNING	**$ 829,334**	**$ 823,634**	**$ 823,242**	**$ 728,307**	**$ 706,798**
REVENUE:					
PROPERTY TAXES	$ 741,404	$ 742,398	$ 766,740	$ 734,904	$ 679,821
INTEREST ON INVESTMENTS	10,897	8,744	1,028	3,808	1,439
TOTAL REVENUE	**$ 752,301**	**$ 751,142**	**$ 767,768**	**$ 738,712**	**$ 681,260**
EXPENDITURES:					
PRINCIPAL	$ 620,000	$ 640,000	$ 675,000	$ 675,000	$ 710,000
INTEREST	121,900	96,600	80,600	80,600	36,200
OPERATION & MAINTENCE	5,860	6,450	3,200	4,221	-
TRANSFER OUT	-	103,419	-	-	-
PAYING AGENT FEE	400	-	450	400	400
FISCAL CHARGES	5,860	-	10,097	-	-
TOTAL EXPENDITURES	**$ 754,020**	**$ 846,469**	**$ 769,347**	**$ 760,221**	**$ 746,600**
FUND BALANCE ENDING	**$ 827,615**	**$ 728,307**	**$ 821,663**	**$ 706,798**	**$ 641,458**
LESS:					
NONSPENDABLE	-	-	-	-	-
RESTRICTED	827,615	728,307	821,663	706,798	641,458
UNASSIGNED	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**

2004A SERIES STREET IMPROVEMENTS
OPERATING BUDGET

FUND 3130

	ACTUAL FY 24	ACTUAL FY 25	BUDGET FY 26	ESTIMATE FY 26	PROPOSED FY 27
FUND BALANCE BEGINNING	**$ 355,969**	**$ 366,299**	**$ 8,973**	**$ 13,466**	**$ 16,000**
REVENUE:					
PROPERTY TAXES	$ 354,776	$ 1,521	$ -	$ -	$ -
INTEREST ON INVESTMENTS	5,602	675	-	2,534	-
TOTAL REVENUE	**$ 360,378**	**$ 2,196**	**$ -**	**$ 2,534**	**$ -**
EXPENDITURES:					
PRINCIPAL 2012 REFUNDING	$ 330,000	$ 345,000	$ -	$ -	$ -
FISCAL CHARGES	352	-	-	-	-
INTEREST 2012 REFUNDING	13,292	5,175	-	-	-
FISCAL AGENT FEES	400	-	-	-	-
TRANSFERS	-	-	-	-	16,000
COST ALLOCATION PLAN	6,004	4,854	-	-	-
TOTAL EXPENDITURES	**$ 350,048**	**$ 355,029**	**$ -**	**$ -**	**$ 16,000**
FUND BALANCE ENDING	**$ 366,299**	**$ 13,466**	**$ 8,973**	**$ 16,000**	**$ -**
LESS:					
NONSPENDABLE	-	-	-	-	-
RESTRICTED	**$ 354,776**	13,466	8,973	16,000	-
COMMITTED	-	-	-	-	-
ASSIGNED	-	-	-	-	-
UNASSIGNED	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**

CITY HALL DEBT FUND
OPERATING BUDGET

FUND 3200

	ACTUAL FY 24	ACTUAL FY 25	BUDGET FY 26	ESTIMATE FY 26	PROPOSED FY 27
FUND BALANCE BEGINNING	**$ -**	**$ -**	**$ 1,800,000**	**$ -**	**$ 1,043,671**
REVENUE:					
OTHER FINANCING	$ -	$ 10,163,413	$ -	$ -	$ -
TAXES	-	-	200,000	200,000	233,000
SALE OF ASSET	-	-	-	2,652,705	-
MISCELLANEOUS			-	30,197	-
TRANSFERS	-	-	490,034	6,082,804	234,056
TOTAL REVENUE	**$ -**	**$ 10,163,413**	**$ 690,034**	**$ 8,965,706**	**$ 467,056**
EXPENDITURES:					
PRINCIPAL	$ -	$ 9,767,559	$ 490,034	$ 7,280,143	$ 200,570
INTEREST	-	684,781	750,000	641,892	266,486
BOND ISSUANCE COSTS	-	297,500	-	-	-
TOTAL EXPENDITURES	**$ -**	**$ 10,749,840**	**$ 1,240,034**	**$ 7,922,035**	**$ 467,056**
FUND BALANCE ENDING	**$ -**	**$ (586,427)**	**$ 1,250,000**	**$ 1,043,671**	**$ 1,043,671**
LESS:					
NONSPENDABLE	-	-	-	-	-
RESTRICTED	-	(586,427)	1,250,000	1,043,671	1,043,671
UNASSIGNED	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**

CITY HALL DEBT FUND BUDGET NARRATIVE

This fund is for repayment of debt for the new City Hall construction

STORM SEWER DEBT FUND
OPERATING BUDGET

FUND 3320-3360

		ACTUAL FY 24	ACTUAL FY 25	BUDGET FY 26	ESTIMATE FY 26	PROPOSED FY 27
FUND BALANCE BEGINNING		**$ 2,694,404**	**$ 1,889,061**	**$ 2,765,485**	**$ 2,270,172**	**$ 2,310,010**
REVENUE:						
	INTEREST ON INVESTMENTS	$ 71,676	$ 41,241	$ 34,230	$ 36,432	$ 34,230
	BOND PROCEED TRANS.STORM SEW. OPER.	130,000	994,870	1,465,000	1,015,000	1,819,000
TOTAL REVENUE		**$ 201,676**	**$ 1,036,111**	**$ 1,499,230**	**$ 1,051,432**	**$ 1,853,230**
EXPENDITURES:						
	PRINCIPAL					
	2013 STORM SEWER	$ 200,000	$ 205,000	$ 215,000	$ 215,000	$ 225,000
	2015 STORM SEWER	440,000	$ 450,000	$ 465,000	$ 465,000	$ 475,000
	2026 STORM SEWER	-	$ -	$ 233,540	$ -	$ 422,000
	INTEREST					
	2013 STORM SEWER	124,050	-	108,550	112,850	99,750
	2015 STORM SEWER	235,344	-	209,370	216,344	194,675
	2026 STORM SEWER	-	-	233,540	-	400,450
	FISCAL AGENT FEES	1,150	-	900	900	900
	OPERATION AND MAINTENANCE	1,245	-	7,600	1,500	-
	COST ALLOCATION PLAN	5,230	-	-	-	-
TOTAL EXPENDITURES		**$ 1,007,019**	**$ 655,000**	**$ 1,473,500**	**$ 1,011,594**	**$ 1,817,775**
FUND BALANCE ENDING		**$ 1,889,061**	**$ 2,270,172**	**$ 2,791,215**	**$ 2,310,010**	**$ 2,345,465**
	LESS:					
	NONSPENDABLE	-	-	-	-	-
	RESTRICTED	1,889,061	2,270,172	2,791,215	2,310,010	2,345,465
	COMMITTED	-	-	-	-	-
	ASSIGNED	-	-	-	-	-
UNASSIGNED		**$ -**	**$ -**	**$ -**	**$ -**	**$ -**

SPECIAL IMPROVEMENT DISTRICTS FUNDS
OPERATING BUDGET

FUND 2300, & 8200-8340

	ACTUAL FY 24	ACTUAL FY 25	BUDGET FY 26	ESTIMATE FY 26	PROPOSED FY 27
FUND BALANCE BEGINNING	**$ 2,041,750**	**$ 2,618,195**	**$ 2,629,482**	**$ 2,629,482**	**$ 1,839,236**
REVENUES:					
SPECIAL ASSESSMENTS	$ 950,372	$ 490,065	$ 940,000	$ 459,052	$ 940,000
INTEREST ON INVESTMENTS	329,912	62,000	47,895	60,098	67,053
TRANSFER	311,838	-	-	-	-
TOTAL REVENUE	**$ 1,592,122**	**$ 552,065**	**$ 987,895**	**$ 519,150**	**$ 1,007,053**
EXPENDITURES:					
ARBITRAGE COST	$ 436	$ 4,500	$ 37,000	$ 37,000	$ 30,000
PRINCIPAL	$ 752,073	$ 381,822	$ 605,350	$ 605,350	$ 650,000
INTEREST AND FISCAL CHARGES	259,749	153,656	160,000	160,000	120,000
PAYING AGENT FEE	3,419	800	2,400	800	1,200
TOTAL EXPENDITURES	**$ 1,015,677**	**$ 540,778**	**$ 804,750**	**$ 803,150**	**$ 801,200**
FUND BALANCE ENDING	**$ 2,618,195**	**$ 2,629,482**	**$ 2,812,627**	**$ 2,345,482**	**$ 2,045,089**
LESS:					
NONSPENDABLE	-	-	-	-	-
RESTRICTED	2,618,195	2,629,482	2,812,627	2,345,482	2,045,089
UNASSIGNED	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**

SPECIAL IMPROVEMENT DISTRICTS FUNDS

When a new Special Improvement District (SID) is created, the City sells bonds to cover the construction cost of improvements. That construction cost is covered in the capital project funds. In the following years, the benefiting citizens are billed for that year's portion of the (SID) costs. When the money comes in, the City calls the bonds that were issued to fund the construction. Included in the fund balance is the SID Revolving Fund. This fund is available to "loan" money to SIDs for which tax payments are not received timely enough to make the bond payments when due.

Principal payments are due July 1st of the following fiscal year; therefore, revenue needs to be budgeted the fiscal year prior to the actual principal payment.

Revenues and Expenditures

Expenditures are dependent upon debt service required payments and actual assessment collections.

SIDEWALK AND CURB DISTRICTS FUND
OPERATING BUDGET

FUND 8500-8690 & 8800-8990

	ACTUAL FY 24	ACTUAL FY 25	BUDGET FY 26	ESTIMATE FY 26	PROPOSED FY 27
FUND BALANCE BEGINNING	**$ 641,992**	**$ 916,124**	**$ 1,624,752**	**$ 965,092**	**$ 1,240,092**
REVENUE:					
SPECIAL ASSESSMENTS	$ 690,410	$ 684,227	$ 775,000	$ 775,000	$ 775,000
INTEREST ON INVESTMENTS	128,154	25,332	-	-	-
TRANSFER	324	2	-	-	-
TOTAL REVENUE	**$ 818,888**	**$ 709,561**	**$ 775,000**	**$ 775,000**	**$ 775,000**
EXPENDITURES:					
PRINCIPAL	$ 356,211	$ 470,623	$ 355,000	$ 355,000	$ 365,000
INTEREST AND FISCAL CHARGES	176,237	185,898	145,000	145,000	141,200
OTHER CONTRACT SERVICES	-	3,800	12,400	-	12,400
FEES	420	-	1,400	-	-
TRANSFERS OUT	11,888	272	-	-	-
TOTAL EXPENDITURES	**$ 544,756**	**$ 660,593**	**$ 513,800**	**$ 500,000**	**$ 518,600**
FUND BALANCE ENDING	**$ 916,124**	**$ 965,092**	**$ 1,885,952**	**$ 1,240,092**	**$ 1,496,492**
LESS:					
NONSPENDABLE	-	-	-	-	-
RESTRICTED	916,124	965,092	1,885,952	1,240,092	1,496,492
UNASSIGNED	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**

SIDEWALK AND CURB DISTRICTS FUND BUDGET NARRATIVE

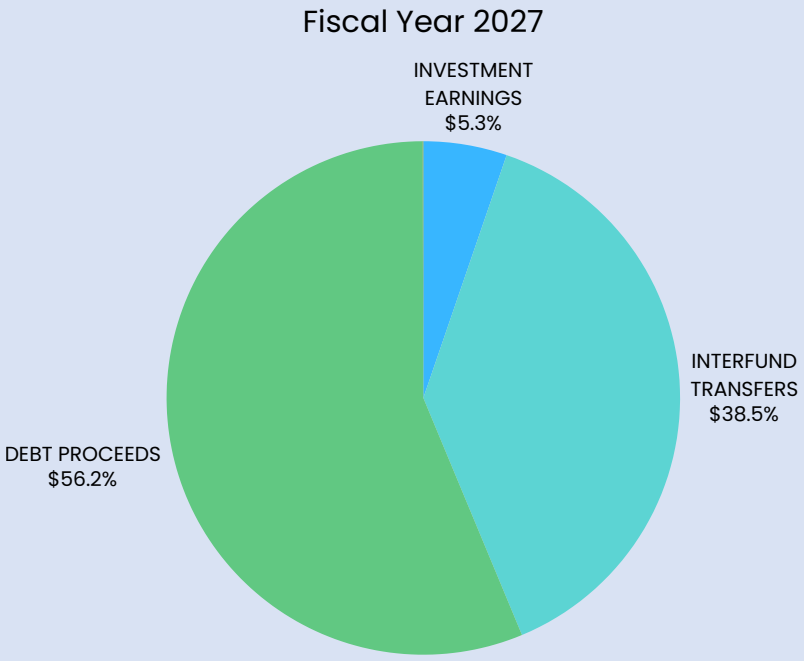
These bonds are issued to finance the repair and/or replacement of sidewalks throughout the community. The City orders the repair work and finances the improvements through the bond issues. The debt service is provided through special assessments on the effected properties.

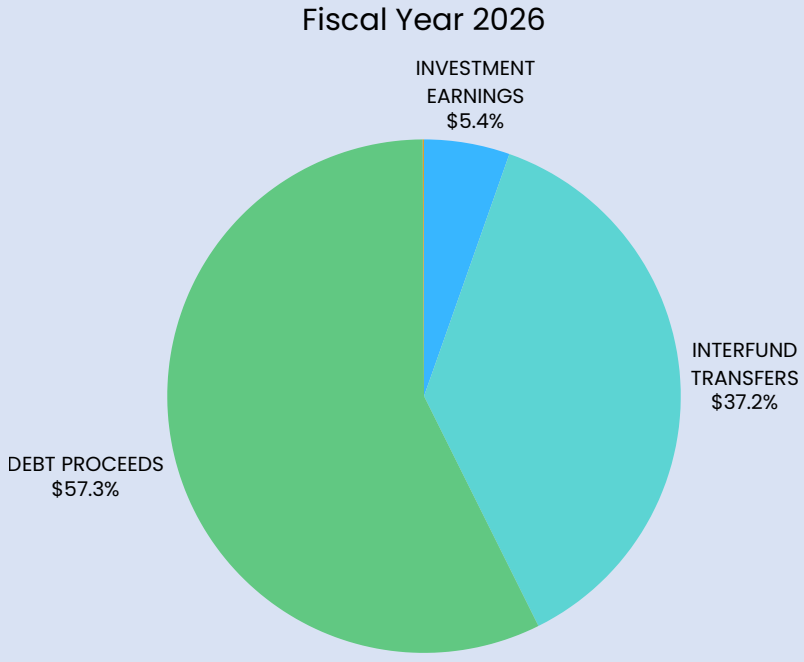
Revenues and Expenditures

Expenditures are dependent upon debt service required payments and actual assessment collections.

CAPITAL PROJECT FUNDS

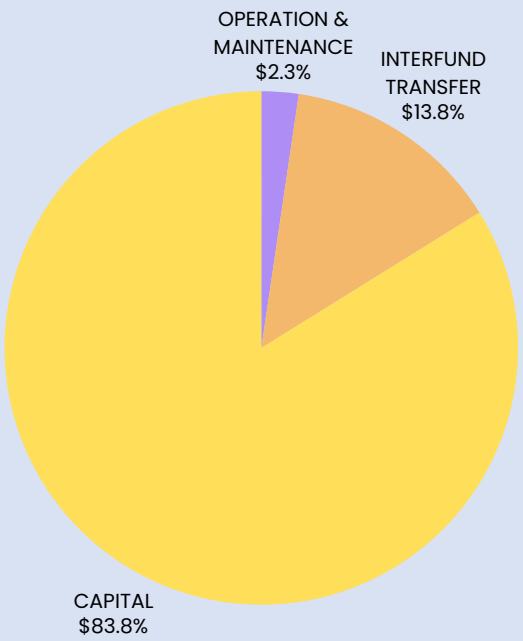
CAPITAL PROJECT FUNDS
SUMMARY OF REVENUES



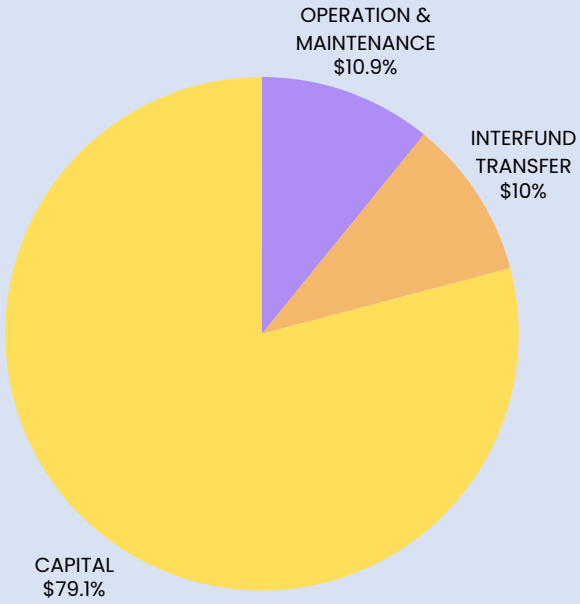


CAPITAL PROJECT FUNDS
SUMMARY OF EXPENDITURES

Fiscal Year 2027



Fiscal Year 2026



CAPITAL PROJECT FUNDS
SUMMARY
OPERATING BUDGET
FY 27

	URBAN RENEWAL PROP. ACQUIST.	BIKE PATH CONSTR.	SIDEWALK AND CURB DISTRICTS	SPECIAL IMPROVEMENT DISTRICTS	FIRE STATION CONSTR.	CAPITAL REPLACEMENT	DOG PARK CONSTRUCTION	PARK CONSTRUCTION
FUND BALANCE - BEGINNING	**$ 174,699**	**$ 19,035**	**$ 420,730**	**$ 22,703**	**$ 172,789**	**$ 10,820,316**	**$ 5,829**	**$ 5,947**
REVENUE:								
TAXES	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
INTER-GOVERNMENTAL	-	-	-	-	-	-	-	-
INVESTMENT EARNINGS	-	3,000	-	-	5,730	328,387	250	300
DONATIONS	-	-	-	-	-	-	-	-
INTERFUND TRANSFERS	21,483	-	-	-	-	2,447,100	-	-
DEBT PROCEEDS	-	-	1,756,500	1,852,750	-	-	-	-
MISCELLANEOUS	-	-	-	-	-	2,901	-	-
TOTAL REVENUE	**$ 21,483**	**$ 3,000**	**$ 1,756,500**	**$ 1,852,750**	**$ 5,730**	**$ 2,778,388**	**$ 250**	**$ 300**
EXPENDITURES:								
OPERATION & MAINTENANCE	$ 14,483	$ -	$ 43,000	$ 53,000	$ -	$ 5,646	$ -	$ -
CAPITAL	7,000	-	1,490,000	1,799,750	-	868,491	-	-
DEBT SERVICE	-	-	223,500	-	-	-	-	-
INTERFUND TRANSFERS	-	-	-	-	178,519	508,000	-	-
TOTAL EXPENDITURES	**$ 21,483**	**$ -**	**$ 1,756,500**	**$ 1,852,750**	**$ 178,519**	**$ 1,382,137**	**$ -**	**$ -**
FUND BALANCE ENDING	**$ 174,699**	**$ 22,035**	**$ 420,730**	**$ 22,703**	**$ -**	**$ 12,216,567**	**$ 6,079**	**$ 6,247**

CAPITAL PROJECT FUNDS
SUMMARY
OPERATING BUDGET
FY 27

	PROPOSED BUDGET FY 27	APPROVED BUDGET FY 26	INCREASE (DECREASE)	ACTUAL FY 25
FUND BALANCE - BEGINNING	**$ 11,642,048**	**$ 8,450,724**	**$ 3,191,324**	**$ 11,252,534**
REVENUE:				
TAXES	$ -	$ -	$ -	$ 742,398
INTER-GOVERNMENTAL	-	-	-	-
INVESTMENT EARNINGS	337,667	376,756	(39,089)	415,309
DONATIONS	-	5,000	(5,000)	-
INTERFUND TRANSFERS	2,468,583	2,600,537	(131,954)	3,822,506
DEBT PROCEEDS	3,609,250	3,998,033	(388,783)	1,774,700
MISCELLANEOUS	2,901	1,080	1,821	184,504
TOTAL REVENUE	**$ 6,418,401**	**$ 6,981,406**	**$ (563,005)**	**$ 6,939,417**
EXPENDITURES:				
OPERATION & MAINTENANCE	$ 116,129	$ 530,553	$ (414,424)	$ 318,945
CAPITAL	4,165,241	3,865,674	299,567	7,374,084
DEBT SERVICE	223,500	-	223,500	39,989
INTERFUND TRANSFERS	686,519	490,034	196,485	54,709
TOTAL EXPENDITURES	**$ 5,191,389**	**$ 4,886,261**	**$ 305,128**	**$ 7,787,727**
FUND BALANCE ENDING	**$ 12,869,060**	**$ 10,545,869**	**$ 2,323,191**	**$ 10,404,224**

PARK CONSTRUCTION FUND
OPERATING BUDGET

FUND 4240

	ACTUAL FY 24	ACTUAL FY 25	BUDGET FY 26	ESTIMATE FY 26	PROPOSED FY 27
FUND BALANCE - BEGINNING	**$ 71,756**	**$ 75,216**	**$ (2,290)**	**$ 34,697**	**$ 5,947**
REVENUES:					
LOCAL CONTRIBUTIONS	$ -	$ -	$ -	$ -	$ -
CONTRIBUTIONS-DONATIONS	-	-	-	-	-
INTEREST EARNINGS	3,460	2,981	2,290	150	300
TOTAL REVENUE	**$ 3,460**	**$ 2,981**	**$ 2,290**	**$ 150**	**$ 300**
EXPENDITURES:					
OPERATIONS & MAINT	$ -	$ -	$ -	$ -	$ -
CAPITAL OUTLAY	-	43,500	-	28,900	-
TOTAL EXPENDITURES	**$ -**	**$ 43,500**	**$ -**	**$ 28,900**	**$ -**
FUND BALANCE - ENDING	**$ 75,216**	**$ 34,697**	**$ -**	**$ 5,947**	**$ 6,247**
LESS:					
RESTRICTED	75,216	34,697	-	5,947	6,247
UNASSIGNED	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**

PARK CONSTRUCTION FUND BUDGET NARRATIVE

This fund will be used to construct parks. In FY 2019, funds were transferred from the General Fund to begin the construction of the infrastructure at Centennial Park. Also, cash in lieu of parks was transferred from the Parks Programs Fund.

Revenues

Revenues for Interest Earnings are estimated for FY 2027.

Expenditures

No Expenses for FY27.

URBAN RENEWAL PROPERTY ACQUISITION FUND
OPERATING BUDGET

FUND 4280

	ACTUAL FY 24	ACTUAL FY 25	BUDGET FY 26	ESTIMATE FY 26	PROPOSED FY 27
FUND BALANCE BEGINNING	**$ 205,729**	**$ 198,111**	**$ 185,641**	**$ 188,233**	**$ 174,699**
REVENUE:					
TRANSFERS IN	$ -	$ -	$ -	$ -	$ 21,483
INTEREST ON INVESTMENTS	1,514	515	623	(34)	-
TOTAL REVENUE	**$ 1,514**	**$ 515**	**$ 623**	**$ (34)**	**$ 21,483**
EXPENDITURES:					
OPERATIONS & MAINTENANCE	9,132	10,393	13,797	13,500	14,483
LAND & IMPROVEMENTS	-	-	7,000	-	7,000
TOTAL EXPENDITURES	**$ 9,132**	**$ 10,393**	**$ 20,797**	**$ 13,500**	**$ 21,483**
FUND BALANCE ENDING	**$ 198,111**	**$ 188,233**	**$ 165,467**	**$ 174,699**	**$ 174,699**
LESS:					
NONSPENDABLE					
RESTRICTED	198,111	188,233	165,467	174,699	174,699

SIDEWALK AND CURB DISTRICTS FUND
OPERATING BUDGET

FUNDS 4340

	ACTUAL FY 24	ACTUAL FY 25	BUDGET FY 26	ESTIMATE FY 26	PROPOSED FY 27
FUND BALANCE BEGINNING	**$ 24,388**	**$ -**	**$ (327,590)**	**$ 399,894**	**$ 420,730**
REVENUE:					
INTEREST EARNINGS	$ 8,756	$ 2,007	$ -	$ 1,894	$ -
PRIVATE CONTRIBUTIONS	233,691	-	-	-	-
SALE OF BONDS	-	545,000	1,960,590	1,692,658	1,756,500
TRANSFERS IN	1,888	-	-	-	-
TOTAL REVENUE	**$ 244,335**	**$ 547,007**	**$ 1,960,590**	**$ 1,694,552**	**$ 1,756,500**
EXPENDITURES:					
OPERATIONS & MAINTENANCE	$ -	$ -	$ 40,000	$ 40,000	$ 43,000
BOND ISSUANCE COSTS	-	16,000	213,000	213,000	223,500
CONST-SIDEWALK BY CITY	689,132	131,111	1,380,000	1,420,716	1,490,000
TRANSFER OTHER FUNDS	324	2	-	-	-
TOTAL EXPENDITURES	**$ 689,456**	**$ 147,113**	**$ 1,633,000**	**$ 1,673,716**	**$ 1,756,500**
PRIOR PERIOD ADJUSTMENT	$ -	$ -	$ -	$ -	$ -
FUND BALANCE ENDING	**$ (420,733)**	**$ 399,894**	**$ -**	**$ 420,730**	**$ 420,730**
LESS:					
NONSPENDABLE	-	-	-	-	-
RESTRICTED	(420,733)	399,894	-	420,730	420,730
COMMITTED	-	-	-	-	-
ASSIGNED	-	-	-	-	-
UNASSIGNED	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**

SPECIAL IMPROVEMENT DISTRICT FUNDS
OPERATING BUDGET

FUND 4500

	ACTUAL FY 24	ACTUAL FY 25	BUDGET FY 26	ESTIMATE FY 26	PROPOSED FY 27
FUND BALANCE BEGINNING	**$ 180,301**	**$ -**	**$ 254,943**	**$ 129,725**	**$ 22,703**
REVENUE:					
INTEREST EARNINGS	$ 2,405	$ 11,498	$ -	$ 4,582	$ -
PRIVATE CONTRIBUTIONS	853,329	-	-	-	-
SALE OF BONDS	1,300,000	654,700	2,037,443	1,800,337	1,852,750
TOTAL REVENUE	**$ 75,789**	**$ 666,198**	**$ 2,037,443**	**$ 1,804,919**	**$ 1,852,750**
EXPENDITURES:					
BOND ISSUANCE COSTS	$ 23,000	$ 24,000	$ 50,000	$ 50,000	$ 53,000
REFUNDS	-	-	-	19,255	-
CONST-ROADS/STREET/PARKING	2,033,906	457,766	1,732,500	1,842,686	1,799,750
TRANSFER OTHER FUNDS	301,838	54,707	-	-	-
TOTAL EXPENDITURES	**$ 2,358,744**	**$ 536,473**	**$ 1,782,500**	**$ 1,911,941**	**$ 1,852,750**
PRIOR PERIOD ADJUSTMENT	$ -	$ -	$ -	$ -	$ -
FUND BALANCE ENDING	**$ (2,102,654)**	**$ 129,725**	**$ -**	**$ 22,703**	**$ 22,703**
LESS:					
NONSPENDABLE	-	-	-	-	-
RESTRICTED	(2,102,654)	129,725	-	22,703	22,703
UNASSIGNED	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**

BIKE PATH CONSTRUCTION FUND
OPERATING BUDGET

FUND 4920

	ACTUAL FY 24	ACTUAL FY 25	BUDGET FY 26	ESTIMATE FY 26	PROPOSED FY 27
FUND BALANCE - BEGINNING	**$ -**	**$ -**	**$ -**	**$ 416,667**	**$ 19,035**
REVENUES:					
INTERFUND TRANSFER	$ -	$ 615,000	$ -	$ -	$ -
INTEREST EARNINGS	-	15	-	6,000	3,000
TOTAL REVENUE	**$ -**	**$ 615,015**	**$ -**	**$ 6,000**	**$ 3,000**
EXPENDITURES:					
CAPITAL OUTLAY	-	198,348	-	403,632	-
TOTAL EXPENDITURES	**$ -**	**$ 198,348**	**$ -**	**$ 403,632**	**$ -**
FUND BALANCE - ENDING	**$ -**	**$ 416,667**	**$ -**	**$ 19,035**	**$ 22,035**
LESS:					
RESTRICTED	-	416,667	-	19,035	22,035
UNASSIGNED	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**

BIKE PATH CONSTRUCTION FUND BUDGET NARRATIVE

This fund will be used to construct the Stagecoach Trail and other Trail projects.

Revenues

Revenues for Interest Earnings are estimated for F7 2026.

Expenditures

Expenses for trail design and construction.

CITY HALL CONSTRUCTION FUND
OPERATING BUDGET

FUND 4940

	ACTUAL FY 24	ACTUAL FY 25	BUDGET FY 26	ESTIMATE FY 26	PROPOSED FY 27
FUND BALANCE - BEGINNING	**$ 15,285,456**	**$ 3,430,400**	**$ 354,846**	**$ 272,847**	**$ -**
REVENUES:					
INVESTMENT EARNINGS	$ 449,783	$ 91,536	$ 135,188	$ 24,557	$ -
TAXES	199,999	200,000	-	-	-
INTERGOVERNMENTAL	657,109	650,000	-	-	-
MISCELLANEOUS	75,239	86,022	-	-	-
TRANSFER OTHER FUNDS	-	841,921	-	-	-
ISSUE OF LOAN	-	575,000	-	695,000	-
GEN. OBLIGATION BONDS	9,767,559	-	-	-	-
TOTAL REVENUE	**$ 11,149,689**	**$ 2,444,479**	**$ 135,188**	**$ 719,557**	**$ -**
EXPENDITURES:					
OPERATION & MAINTENANCE	$ 42,500	$ 285,568	$ -	$ -	$ -
BOND ISSUANCE COST	$ 80,000	$ 15,989	$ -	$ -	$ -
TRANSFERS OUT	$ -		$ 490,034	$ 841,521	$ -
CAPITAL OUTLAY	22,882,245	5,300,475	-	150,883	-
TOTAL EXPENDITURES	**$ 23,004,745**	**$ 5,602,032**	**$ 490,034**	**$ 992,404**	**$ -**
FUND BALANCE - ENDING	**$ 3,430,400**	**$ 272,847**	**$ -**	**$ -**	**$ -**
LESS:					
NONSPENDABLE	-	-	-	-	-
RESTRICTED	3,430,400	272,847	-	-	-
COMMITTED	-	-	-	-	-
ASSIGNED	-	-	-	-	-
UNASSIGNED	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**

FACILITY CONSTRUCTION FUND BUDGET NARRATIVE

Estimated costs for relocation of City Hall and Justice Center.

Revenues:

Expenditures:

FIRE STATION CONSTRUCTION FUND
OPERATING BUDGET

FUND 4950

	ACTUAL FY 24	ACTUAL FY 25	BUDGET FY 26	ESTIMATE FY 26	PROPOSED FY 27
FUND BALANCE - BEGINNING	**$ 448,135**	**$ 93,531**	**$ 97,133**	**$ 98,846**	**$ 172,789**
REVENUES:					
TRANSFER-P. SAFETY	$ -	$ -	$ -	$ -	$ -
TRANSFER-GEN FUND	-	-	-	-	-
TRANSFER-FACILITIES	-	-	53,700	53,700	-
MISCELLANEOUS	19,518	5,315	4,093	20,243	5,730
TOTAL REVENUE	**$ 19,518**	**$ 5,315**	**$ 57,793**	**$ 73,943**	**$ 5,730**
EXPENDITURES:					
OPERATION & MAINTENAN	$ -	$ -	$ -	$ -	$ -
CAPITAL OUTLAY	374,122	-	-	-	-
TRANSFER OUT	-	-	-	-	178,519
TOTAL EXPENDITURES	**$ 374,122**	**$ -**	**$ -**	**$ -**	**$ 178,519**
FUND BALANCE - ENDING	**$ 93,531**	**$ 98,846**	**$ 154,926**	**$ 172,789**	**$ -**
LESS:					
NONSPENDABLE	-	-	-	-	-
RESTRICTED	93,531	98,846	154,926	172,789	-
COMMITTED	-	-	-	-	-
ASSIGNED	-	-	-	-	-
UNASSIGNED	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**

FIRE STATION CONSTRUCTION FUND BUDGET NARRATIVE

Estimated costs for new fire station

Revenues: Transfer of $1,500,000 from the Public Safety Fund in FY2022.
Transfer of $500,000 from the General Fund in FY2023.

Expenditures:

DOG PARK CONSTRUCTION FUND
OPERATING BUDGET

FUND 4990

	ACTUAL FY 24	ACTUAL FY 25	BUDGET FY 26	ESTIMATE FY 26	PROPOSED FY 27
FUND BALANCE - BEGINNING	**$ 5,090**	**$ 5,352**	**$ 5,652**	**$ 5,579**	**$ 5,829**
REVENUES:					
LOCAL CONTRIBUTIONS	$ -	$ -	$ 5,000	$ -	$ -
INTEREST	262	227	-	250	250
TOTAL REVENUE	**$ 262**	**$ 227**	**$ 5,000**	**$ 250**	**$ 250**
EXPENDITURES:					
COST ALLOCATION CHARGI	$ -	$ -	$ -	$ -	$ -
CAPITAL OUTLAY	-	-	5,000	-	-
TOTAL EXPENDITURES	**$ -**	**$ -**	**$ 5,000**	**$ -**	**$ -**
FUND BALANCE - ENDING	**$ 5,352**	**$ 5,579**	**$ 5,652**	**$ 5,829**	**$ 6,079**
LESS:					
NONSPENDABLE	-	-	-	-	-
RESTRICTED	5,352	5,579	5,652	5,829	6,079
COMMITTED	-	-	-	-	-
ASSIGNED	-	-	-	-	-
UNASSIGNED	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**

DOG PARK CONSTRUCTION FUND BUDGET NARRATIVE

The Dog Park construction occurred in FY12 and FY13. Donations were received and fund-raisers were conducted to raise the necessary funding for the construction. Other donations are used for upgrades and maintenance.

Revenues

Estimated revenues for FY 27 are $250 for interest earnings.

Expenditures

Estimated Dog Park expenditures for FY 27 are $0.

CAPITAL REPLACEMENT FUND
OPERATING BUDGET

FUND 6400 - 6410

	ACTUAL FY 24	ACTUAL FY 25	BUDGET FY 26	ESTIMATE FY 26	PROPOSED FY 27
FUND BALANCE - BEGINNING	**$ 6,405,015**	**$ 7,449,924**	**$ 8,392,275**	**$ 8,965,338**	**$ 10,820,316**
REVENUES:					
TRANSFERS IN	$ 2,211,384	$ 2,365,585	$ 2,546,837	$ 2,546,837	$ 2,447,100
INTEREST EARNINGS	317,734	301,215	234,562	300,000	328,387
REFUNDS/REIMBURSEMENTS	-	11,193	1,080	-	-
CS STATE OF MT					
SALE OF EQUIPMENT	12,025	87,289	-	50,000	2,901
TOTAL REVENUE	**$ 2,541,143**	**$ 2,765,282**	**$ 2,782,479**	**$ 2,896,837**	**$ 2,778,388**
EXPENDITURES:					
CHARGE FOR SERVICES	$ 6,182	$ 6,984	$ 4,881	$ 6,827	$ 5,646
TECHNOLOGY EQUIPMENT	-	-	-	-	-
CAPITAL-TECHNOLOGY EQUIP	6,815	79,866	248,875	609,516	-
CAPITAL	1,483,237	1,163,018	701,174	425,516	868,491
TRANSFER OUT to POL	-	-	-	-	508,000
TOTAL EXPENDITURES	**$ 1,496,234**	**$ 1,249,868**	**$ 954,930**	**$ 1,041,859**	**$ 1,382,137**
FUND BALANCE - ENDING	**$ 7,449,924**	**$ 8,965,338**	**$ 10,219,824**	**$ 10,820,316**	**$ 12,216,567**
LESS:					
COMMITTED	7,449,924	8,965,338	10,219,824	10,820,316	12,216,567
UNASSIGNED	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**

CAPITAL REPLACEMENT FUND BUDGET NARRATIVE

This fund is used for equipment replacement for governmental funds. The equipment budgeted in FY 2027 was approved through the Equipment Replacement Program (ERP) and adopted by City Council. The revenue source for this fund is through contributions from each governmental fund based on the department's share of the 20-year equipment replacement. Also, starting in FY19, technology equipment that is unique to the P.S Fund will be funded and purchased through an ERP-Tech Fund.

Revenues

No significant changes.

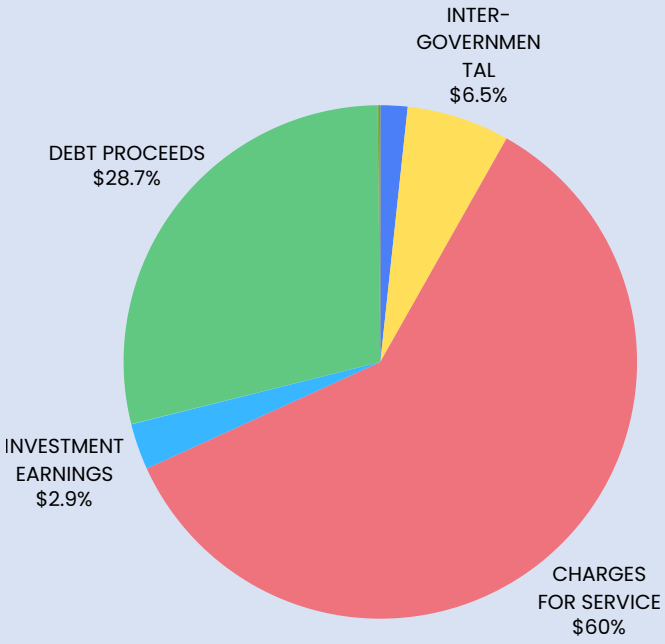
Capital

Equipment is scheduled to be replaced in FY 2027 in the amount of $868,491. Within the Public Safety Technology Equip Replacement Fund is a TF back to Police of $508,000 for equipment costs paid out Fund 1500.

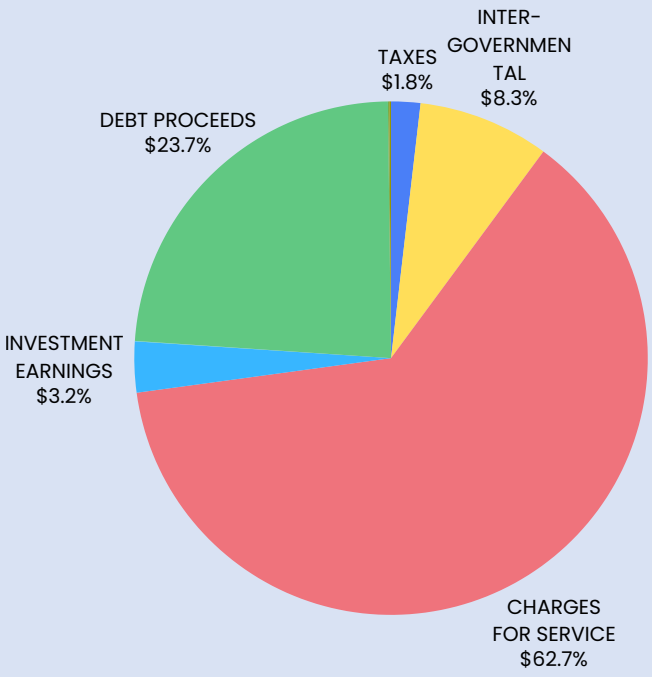
ENTERPRISE FUNDS

ENTERPRISE FUNDS
SUMMARY OF REVENUES

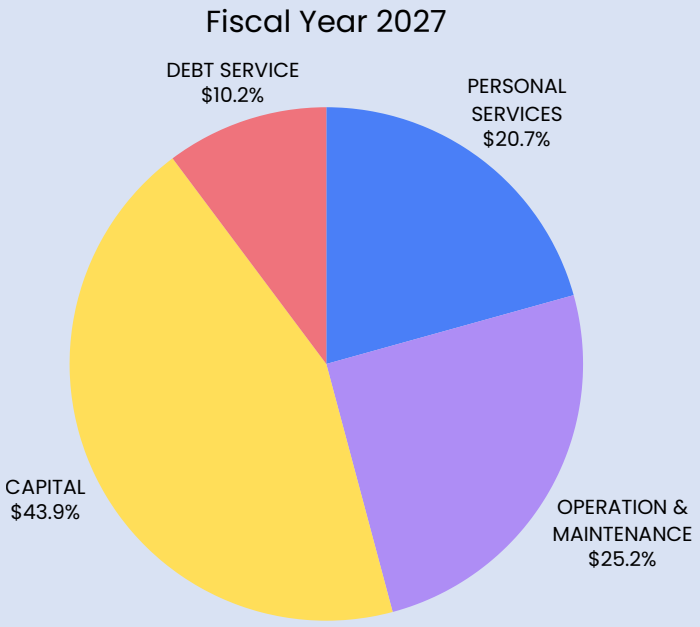
Fiscal Year 2027

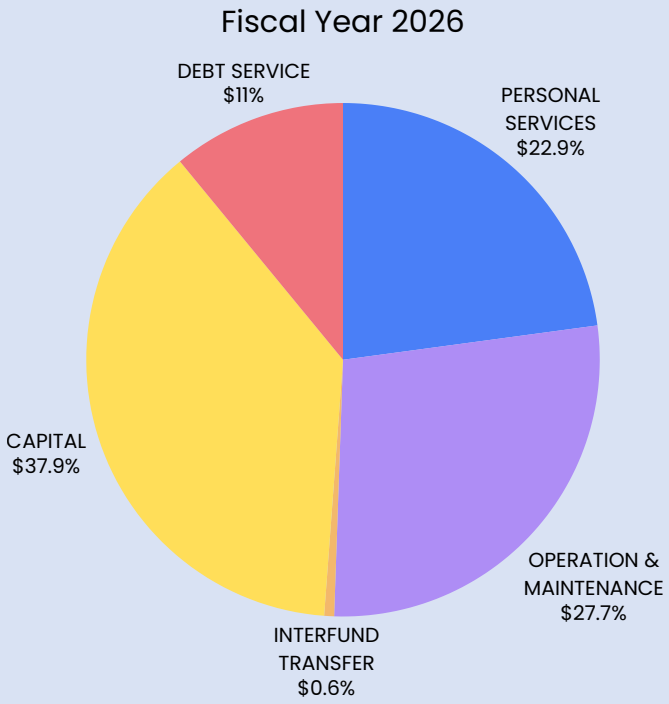


Fiscal Year 2026



ENTERPRISE FUNDS
SUMMARY OF EXPENDITURES





ENTERPRISE FUNDS
SUMMARY
OPERATING BUDGET
FY 27

	WATER	WASTE-WATER	PARKING	AMEND PARK REC CENTER	SOLID WASTE	AIRPORT	TRANSIT
WORKING CAPITAL -BEGINNING	**$ 5,822,777**	**$ 14,440,024**	**$ 2,853,910**	**$ -**	**$ 9,661,356**	**$ 30,154,947**	**$ 6,561,920**
REVENUE:							
TAXES	$ -	$ -	$ -	$ -	$ -	$ -	$ 3,203,348
LICENSES & PERMITS	-	-	7,200	-	-	-	-
INTER-GOVERNMENTAL	-	-	-	-	-	7,500,000	4,688,889
CHARGES FOR SERVICE	39,250,756	25,806,990	2,205,600	660,000	26,734,800	17,254,811	927,600
FINES & FORFEITS	-	-	155,650	-	-	-	-
INVESTMENT EARNINGS	2,800,500	665,000	85,000	2,000	562,000	1,016,000	338,008
INTERFUND TRANSFERS	-	-	45,950	-	-	-	-
DEBT PROCEEDS	40,000,000	-	-	-	14,000,000	-	
MISCELLANEOUS	-	-	4,600	100,000	-	43,000	16,700
TOTAL REVENUE	**$ 82,051,256**	**$ 26,471,990**	**$ 2,504,000**	**$ 762,000**	**$ 41,296,800**	**$ 25,813,811**	**$ 9,174,545**
EXPENSES:							
PERSONAL SERVICES	$ 6,306,271	$ 5,233,661	$ 828,222	$ 392,201	$ 9,444,004	$ 6,326,763	$ 6,456,063
OPERATION & MAINTENANCE	15,975,638	7,494,147	1,247,484	341,300	10,382,252	4,839,925	2,280,106
CAPITAL	21,905,205	10,473,645	79,950	-	21,864,207	18,868,244	1,150,000
DEBT SERVICE	9,292,909	5,331,000	228,870	-	2,076,780	358,200	-
INTERFUND TRANSFERS	-	-	-	-	-	-	-
TOTAL EXPENSES	**$ 53,480,023**	**$ 28,532,453**	**$ 2,384,526**	**$ 733,501**	**$ 43,767,243**	**$ 30,393,132**	**$ 9,886,169**
WORKING CAPITAL NOT BUDGETED							
WORKING CAPITAL - ENDING	**$ 34,394,010**	**$ 12,379,561**	**$ 2,973,384**	**$ 28,499**	**$ 7,190,913**	**$ 25,575,626**	**$ 5,850,296**
LESS OPERATING RESERVE	**6,399,994**	**2,300,000**	**300,000**	**-**	**4,400,000**	**1,900,000**	**1,300,000**
LESS BOND/LOAN RESERVE REQUIREMENTS	**1,386,571**	**1,294,468**	**-**	**-**	**-**	**2,425,000**	**-**
AVAILABLE WORKING CAPITAL	**$ 26,607,445**	**$ 8,785,093**	**$ 2,673,384**	**$ 28,499**	**$ 2,790,913**	**$ 21,250,626**	**$ 4,550,296**

ENTERPRISE FUNDS
SUMMARY
OPERATING BUDGET
FY 27

	PROPOSED BUDGET FY 27	APPROVED BUDGET FY 26	INCREASE (DECREASE)	ACTUAL FY 25
WORKING CAPITAL -BEGINNING	**$ 69,494,934**	**$ 46,148,699**	**$ 23,346,235**	**$ 214,589,253**
REVENUE:				
TAXES	$ 3,203,348	$ 3,101,281	$ 102,067	$ 3,073,206
LICENSES & PERMITS	7,200	7,050	150	-
INTER-GOVERNMENTAL	12,188,889	13,946,687	(1,757,798)	24,093,772
CHARGES FOR SERVICE	112,840,557	105,716,708	7,123,849	111,466,184
FINES & FORFEITS	155,650	179,000	(23,350)	185,344
INVESTMENT EARNINGS	5,468,508	5,385,763	82,745	9,044,565
INTERFUND TRANSFERS	45,950	45,947	3	152,740
DEBT PROCEEDS	54,000,000	40,000,000	14,000,000	-
MISCELLANEOUS	164,300	146,640	17,660	1,710,281
TOTAL REVENUE	**$ 188,074,402**	**$ 168,529,076**	**$ 19,545,326**	**$ 149,728,377**
EXPENSES:				
PERSONAL SERVICES	$ 34,987,185	$ 32,760,344	$ 2,226,841	$ 30,217,433
OPERATION & MAINTENANCE	42,560,852	39,671,560	2,889,292	35,264,798
CAPITAL	74,341,251	54,272,783	20,068,468	86,343,288
DEBT SERVICE	17,287,759	15,690,581	1,597,178	5,747,195
INTERFUND TRANSFERS	-	888,703	(888,703)	426,543
TOTAL EXPENSES	**$ 169,177,047**	**$ 143,283,971**	**$ 25,893,076**	**$ 157,999,257**
WORKING CAPITAL NOT BUDGETED				10,181,266
WORKING CAPITAL - ENDING	**$ 88,392,289**	**$ 71,393,804**	**$ 16,998,485**	**$ 216,499,639**
LESS OPERATING RESERVE	**16,599,994**	**15,077,000**	**1,522,994**	**13,381,875**
LESS BOND/LOAN RESERVE REQUIREMENTS	**5,106,039**	**5,255,000**	**(148,961)**	**17,879,550**
AVAILABLE WORKING CAPITAL	**$ 66,686,256**	**$ 51,061,804**	**$ 15,624,452**	**$ 185,238,214**

WATER FUND
OPERATING BUDGET

FUNDS 5020-5090,4160,8700

	ACTUAL FY 24	ACTUAL FY 25	BUDGET FY 26	ESTIMATE FY 26	PROPOSED FY 27
WORKING CAPITAL - BEGINNING	**$ 61,987,139**	**$ 136,177,471**	**$ (13,009,381)**	**$ 114,618,598**	**$ 5,822,777**
REVENUES:					
WATER SALES	$ 30,333,561	$ 36,057,894	$ 31,897,000	$ 34,463,000	$ 36,036,100
FIRE HYDRANT CHARGES	536,065	211,844	520,000	550,000	564,000
WATER SERVICE LINE INS.	451,684	503,597	480,000	480,000	489,600
OTHER CHARGES FOR SERV.	420,392	309,556	410,000	288,194	293,760
LATE PAYMENT CHARGES	40,716	-	40,000	30,000	30,000
SYSTEM DEVELOPMENT FEE	1,309,023	2,422,472	1,400,000	2,000,000	1,800,000
CONTRIBUTIONS	5,488	-	-	-	-
STATE FEE	63,329	63,932	65,000	65,977	67,296
DEBT PROCEEDS	-	-	40,000,000	-	40,000,000
ARPA FEMA GRANTS	5,909,005	6,022,738	-	6,731,895	-
MISCELLANEOUS	881,948	571,338	15,000	264,129	-
TRANSFERS IN	48,774	5,899	-	-	-
SALE OF EQUIPMENT/LAND	1,650	17,952	-	1,500	-
INTEREST ON INVESTMENTS	6,439,118	5,377,660	3,266,500	3,639,161	2,770,500
TOTAL REVENUE	**$ 46,440,753**	**$ 51,564,882**	**$ 78,093,500**	**$ 48,513,856**	**$ 82,051,256**
EXPENSES:					
ADMINISTRATION	$ 2,508,317	$ 3,589,858	$ 3,229,112	$ 2,975,284	$ 3,321,284
FISCAL SERVICES	2,099,440	2,185,559	294,946	288,615	302,037
TREATMENT PLANT	6,595,543	6,633,783	10,920,211	10,470,275	12,081,932
DISTRIB/COLLECT/METERS	2,728,015	2,904,053	5,068,190	4,933,452	5,324,994
ENVIRONMENTAL AFFAIRS	-	-	-	-	901,661
CAPITAL	25,312,868	51,801,910	10,269,376	130,262,547	21,905,205
WATER SERVCE INS. PROG	357,828	195,243	350,000	382,372	350,000
BOND PRINCIPAL	-	-	3,195,000	3,195,000	4,100,000
BOND INTEREST	3,658,062	3,184,216	4,802,133	4,802,133	5,192,909
TOTAL EXPENSES	**$ 43,260,073**	**$ 70,494,622**	**$ 38,128,968**	**$ 157,309,677**	**$ 53,480,022**
W.C. CHANGES NOT BUDGETED	71,009,652	(2,629,133)	-	-	-
WORKING CAPITAL - ENDING	**$ 136,177,471**	**$ 114,618,598**	**$ 26,955,151**	**$ 5,822,777**	**$ 34,394,011**
LESS OPERATING RESERVE	**4,020,000**	**4,020,000**	**5,362,850**	**$ 5,143,499**	**6,056,471**
LESS SRF LOAN RESERVE	**1,386,571**	**1,386,571**	**1,385,000**	**1,386,571**	**1,386,571**
AVAILABLE WORKING CAPITAL	**$ 130,770,900**	**$ 109,212,027**	**$ 20,207,301**	**$ (707,293)**	**$ 26,950,969**

WASTEWATER FUND
OPERATING BUDGET

FUNDS 5120,5130,5170-5190,4210

	ACTUAL FY 24	ACTUAL FY 25	BUDGET FY 26	ESTIMATE FY 26	PROPOSED FY 27
WORKING CAPITAL - BEGINNING	**$ 30,568,505**	**$ 25,859,725**	**$ 14,934,719**	**$ 30,296,175**	**$ 14,434,024**
REVENUES:					
WASTEWATER CHARGES	$ 22,454,189	$ 25,429,523	$ 24,222,600	$ 23,360,600	$ 24,062,600
PERMITS	47,610	59,580	57,000	47,000	57,000
OTHER CHARGES FOR SERV.	328,202	370,000	396,000	396,000	-
WHOLESALE SURCHARGE	93,833	129,604	162,000	128,000	131,840
LATE PAYMENT CHARGES	44,576	-	45,000	35,000	35,000
SYSTEM DEVELOPMENT FEE	1,432,568	1,893,673	1,500,000	1,790,000	1,500,000
STATE FEE	23,128	76,177	55,000	55,000	55,550
CONTRIBUTIONS/DONATIONS	18,307	1,679	-	-	-
SPECIAL ASSESSMENTS	16,446	606	-	-	-
FEMA GRANT	-	45,526	-	-	-
ARMY CORPS OF ENGINEERS GR	200,000	-	-	-	-
MISCELLANEOUS	266,247	904,585	-	4,158	-
SALE OF EQUIPMENT	13,050	-	-	-	-
BOND REVENUE	-	-	-	-	-
TRANSFERS IN-OTHER FUNDS	19,009	-	-	-	-
INTEREST ON INVESTMENTS	1,506,485	1,048,777	575,000	1,076,319	630,000
TOTAL REVENUE	**$ 26,463,650**	**$ 29,959,730**	**$ 27,012,600**	**$ 26,892,078**	**$ 26,471,990**
EXPENSES:					
ADMINISTRATION	$ 1,898,254	$ 2,050,101	$ 2,460,864	$ 2,370,864	$ 2,560,440
FISCAL SERVICES	409,250	88,759	78,681	78,597	85,179
TREATMENT PLANT	6,863,746	6,831,141	7,265,849	8,559,718	6,688,352
COLLECTION SYSTEM	2,226,195	2,308,000	2,524,349	2,539,103	2,596,111
ENVIRONMENTAL AFFAIRS	412,985	534,894	589,914	623,327	797,725
REPLACEMENT EXPEND.	14,423,146	8,462,907	11,591,549	23,250,119	10,473,645
TRANSFERS OUT	-	-	-	1,500	-
BOND PRINCIPAL	-	-	3,265,000	3,265,000	3,265,000
BOND INTEREST	1,904,313	1,778,067	2,066,000	2,066,000	2,066,000
TOTAL EXPENSES	**$ 28,137,889**	**$ 22,053,869**	**$ 29,842,206**	**$ 42,754,229**	**$ 28,532,452**
W.C. CHANGES NOT BUDGETED	(3,034,541)	(3,469,411)	-	-	-
WORKING CAPITAL - ENDING	**$ 25,859,725**	**$ 30,296,175**	**$ 12,105,113**	**$ 14,434,024**	**$ 12,373,562**
LESS OPERATING RESERVE	**2,180,000**	**2,180,000**	**2,325,800**	**2,550,890**	**2,309,605**
LESS SRF LOAN RESERVE	**1,444,526**	**1,444,526**	**1,445,000**	**1,441,983**	**1,294,468**
AVAILABLE WORKING CAPITAL	**$ 22,235,199**	**$ 26,671,649**	**$ 8,334,313**	**$ 10,441,151**	**$ 8,769,489**

PARKING FUND
OPERATING BUDGET

FUND 5210

	ACTUAL FY 24	ACTUAL FY 25	BUDGET FY 26	ESTIMATE FY 26	PROPOSED FY 27
WORKING CAPITAL - BEGINNING	**$ 1,042,342**	**$ 1,729,161**	**$ 2,141,161**	**$ 2,030,203**	**$ 2,853,910**
REVENUES:					
PARKING METER INCOME	$ 535,193	$ 563,814	$ 526,300	$ 563,542	$ 529,350
VIOLATIONS	117,401	185,344	179,000	173,503	155,650
SURFACE LOTS	43,057	44,578	-	14,759	18,400
PARK 1 - GARAGE	298,932	334,586	348,500	316,085	325,500
PARK 1 - STORE RENTAL	60,582	-	-	-	-
PARK 2	710,945	783,270	766,006	803,905	793,100
PARK 3	314,795	301,033	323,000	266,673	281,400
EMPIRE PARKING GARAGE	271,630	268,184	282,000	255,507	262,450
INVESTMENT EARNINGS	79,436	89,504	67,553	81,000	85,000
SALE OF CAPITAL	-	-	-	888,703	-
VEHICLE PERMITS	28,429	18,117	7,050	6,733	7,200
TIF TRANSFER	130,000	139,542	145,947	45,000	45,950
TRANSFER IN	4,000	2,300	-	-	-
MISC. REVENUE	2,416	10,937	-	-	-
TOTAL REVENUE	**$ 2,596,816**	**$ 2,741,209**	**$ 2,645,356**	**$ 3,415,410**	**$ 2,504,000**

	ACTUAL FY 24	ACTUAL FY 25	BUDGET FY 26	ESTIMATE FY 26	PROPOSED FY 27
EXPENSES:					
ADMINISTRATION	$ 256,590	$ 272,552	$ 1,186,837	$ 303,697	$ 331,982
ENFORCEMENT	292,540	301,102	285,706	310,947	324,490
METER COLLECT. & MAINT.	192,134	317,777	281,530	207,373	309,011
SURFACE LOTS	14,015	26,403	-	7,646	18,068
PARK 1 - GARAGE	162,869	169,073	205,032	135,602	138,828
PARK 1 - STORE RENTAL	24,769	-	-	-	-
PARK 2	233,816	259,809	303,089	312,800	475,611
PARK 3	142,817	160,308	335,072	212,215	261,886
EMPIRE PARKING GARAGE	162,150	168,999	162,786	165,720	215,830
TRANSFER OUT	-	948	-	888,703	-
DEBT SERVICE-PRINCIPAL	-	-	193,407	-	175,208
DEBT SERVICE-INTEREST	69,288	59,352	62,376	47,000	53,662
CONSTRUCTION & CAPITAL	113,472	503,844	301,700	-	79,950
TOTAL EXPENSES	**$ 1,664,460**	**$ 2,240,167**	**$ 3,317,535**	**$ 2,591,703**	**$ 2,384,526**
WORKING CAP. CHANGES NOT BUDGETEI	(245,537)	(200,000)	**$ -**	-	-
WORKING CAPITAL - ENDING	**$ 1,729,161**	**$ 2,030,203**	**$ 1,468,982**	**$ 2,853,910**	**$ 2,973,384**
LESS OPERATING RESERVE	**237,072**	**268,315**	**300,000**	**265,000**	**330,000**
AVAILABLE WORKING CAPITAL	**$ 1,492,089**	**$ 1,761,888**	**$ 1,168,982**	**$ 2,588,910**	**$ 2,643,384**

AMEND PARK REC CENTER - ARC
OPERATING BUDGET

FUND 5300

	ACTUAL FY 24	ACTUAL FY 25	BUDGET FY 26	ESTIMATE FY 26	PROPOSED FY 27
WORKING CAPITAL - BEGINNING	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
REVENUES:					
INTER GOVERNMENTAL	$ -	$ -	$ -	$ -	$ -
CHARGES FOR SERVICE	-	-	-	-	660,000
CONTRIBUTIONS-DONATIONS	-	-	-	-	100,000
INTEREST ON INVESTMENTS	-	-	-	-	2,000
TRANSFERS IN	-	-	-	-	-
TOTAL REVENUE	**$ -**	**$ -**	**$ -**	**$ -**	**$ 762,000**
EXPENSES:					
PERSONAL SERVICES	$ -	$ -	$ -	$ -	$ 392,201
OPERATIONS & MAINTENANCE	-	-	-	-	341,300
CAPITAL	-	-	-	-	-
TRANSFERS OUT	-	-	-	-	-
TOTAL EXPENSES	**$ -**	**$ -**	**$ -**	**$ -**	**$ 733,501**
WORKING CAP. CHANGES NOT BUDGETED	-	-	-	-	-
WORKING CAPITAL - ENDING	**$ -**	**$ -**	**$ -**	**$ -**	**$ 28,499**
AVAILABLE WORKING CAPITAL	**$ -**	**$ -**	**$ -**	**$ -**	**$ 28,499**

SOLID WASTE FUND
OPERATING BUDGET

FUNDS 5410,5420,5440,5450

	ACTUAL FY 24	ACTUAL FY 25	BUDGET FY 26	ESTIMATE FY 26	PROPOSED FY 27	
WORKING CAPITAL - BEGINNING	**$ 17,824,881**	**$ 15,261,563**	**$ 10,099,148**	**$ 13,568,453**	**$ 9,661,356**	
REVENUES:						
GARBAGE COLLECTION-RES	$ 6,711,095	$ 8,086,816	$ 7,696,000	$ 7,600,000	$ 8,284,000	
GARBAGE COLLECTION-COMM	5,451,907	6,689,613	6,448,000	6,500,000	7,085,000	
COLLECTION-BILLED	1,822,011	1,856,209	1,877,000	1,855,000	2,022,000	
LANDFILL CHARGES	7,537,745	7,856,040	8,203,000	8,331,580	9,183,000	
MISC CHARGE FOR SERVICES	170,673	133,004	150,000	160,317	160,800	
SURCHARGES	3,473	5,093	-	-	-	
SPECIAL ASSESSMENTS	4,874	522	-	-	-	
INTEREST ON INVSTMNT/LOANS	1,007,998	906,037	508,000	599,753	562,000	
SALE OF SURPLUS EQUIP/LAND	-	9,859	-	6,000	-	
DEBT PROCEEDS	-	-	-	-	14,000,000	
TRANSFERS IN	59,042	-	-	-	-	
REFUNDS/REIMBURSEMENTS	330	1,643	-	1,611	-	
TOTAL REVENUE	**$ 22,769,148**	**$ 25,544,836**	**$ 24,882,000**	**$ 25,054,261**	**$ 41,296,800**	
EXPENSES:						
ADMINISTRATION	$ 2,098,647	$ 1,882,906	$ 1,954,463	$ 1,889,734	$ 2,035,353	
TRANSFER OUT-FACILITIES	143,743	-	-	-	-	
TRANSFER OUT-GEN FUND		425,595	-	-	-	
COLLECTION	11,602,176	16,826,802	15,432,281	14,663,980	15,511,094	
LANDFILL	11,421,152	7,094,157	10,235,788	12,407,644	26,220,795	
TOTAL EXPENSES	**$ 25,265,718**	**$ 26,229,460**	**$ 27,622,532**	**$ 28,961,358**	**$ 43,767,242**	
WORKING CAP. CHANGES NOT BUDGETED	(66,748)	(1,008,486)	-	-	-	
WORKING CAPITAL - ENDING	**$ 15,261,563**	**$ 13,568,453**	**$ 7,358,616**	**$ 9,661,356**	**$ 7,190,914**	
LESS OPERATING RESERVE	**5,260,000**	**5,260,000**	**4,247,000**	**6,371,499**	**4,399,931**	*
LESS DEBT RESERVE	**-**	**-**	**-**	**-**	**-**	
AVAILABLE WORKING CAPITAL	**$ 10,001,563**	**$ 8,308,453**	**$ 3,111,616**	**$ 3,289,857**	**$ 2,790,983**	

**The reserve for solid waste was initially established at 44% of operating revenues which was the amount needed when solid waste collection fees were billed on the annual tax statement and revenues were only received twice per year. The collection fees are now billed on the monthly utility bill and the reserve needs to be modified to 22%. Starting in FY2023 the operating reserve needed will be reduced from 44% to 22%.*

AIRPORT FUND
OPERATING BUDGET

FUNDS 5600-5690 & 4050-4090

	ACTUAL FY 24	ACTUAL FY 25	BUDGET FY 26	ESTIMATE FY 26	PROPOSED FY 27
WORKING CAPITAL - BEGINNING	**$ 23,446,631**	**$ 26,846,486**	**$ 30,236,148**	**$ 30,236,148**	**$ 30,154,947**
REVENUES:					
CHARGE FOR SERVICES	$ 12,511,636	$ 13,715,326	$ 14,349,853	$ 14,480,000	$ 14,397,811
FEDERAL/STATE GRANT REVENUE	11,771,050	7,804,289	7,628,480	9,200,000	7,500,000
PFC REVENUE	1,772,110	1,608,006	1,875,000	1,750,000	1,950,000
CFC REVENUE	790,506	864,336	820,000	835,000	907,000
INVESTMENT INTEREST	1,525,182	1,329,218	642,276	1,050,000	1,016,000
SALE OF EQUIPMENT/LAND	-	-	-	-	-
REFUNDS/REIMBURSEMENTS	100,035	77,453	84,940	90,000	43,000
TOTAL REVENUE	**$ 28,470,519**	**$ 25,398,628**	**$ 25,400,549**	**$ 27,405,000**	**$ 25,813,811**
EXPENSES:					
ADMINISTRATION	$ 1,950,674	$ 2,406,945	$ 2,837,071	$ 2,375,000	$ 2,916,398
BUILDING MAINTENANCE	2,195,992	2,328,302	2,607,707	2,255,000	2,864,662
AIRFIELD MAINTENANCE	1,658,414	1,626,553	1,748,170	1,530,000	1,737,820
AIRPORT POLICE	1,027,874	1,146,480	1,250,068	1,170,000	1,427,143
AIRCRAFT RESCUE FIREFIGHTING	1,245,793	1,358,565	1,383,370	1,205,000	1,370,932
BUSINESS PARK	177,959	188,450	352,056	160,000	342,526
CAR RENTAL FUELING	393,021	323,877	332,841	362,000	320,000
CAR WASH FACILITY O&M	208,676	207,140	181,471	175,000	187,207
AIRPORT AIP GRANT PROJECTS	14,089,416	7,470,344	18,422,186	8,200,000	16,908,244
AIRPORT PFC PROJECTS	-	2,909,282	2,000,000	4,983,000	-
AIRPORT CFC PROJECTS	-	21,012	-	25,000	-
CAPITAL OUTLAY	472,725	594,584	1,603,022	3,400,000	1,960,000
DEBT SERVICE-PRINCIPAL	-	-	423,365	1,555,658	305,000
DEBT SERVICE-INTEREST	120,683	124,794	118,300	90,543	53,200
TOTAL EXPENSES	**$ 23,541,227**	**$ 20,706,328**	**$ 33,259,627**	**$ 27,486,201**	**$ 30,393,132**
WORKING CAPITAL CHANGES NOT BUDGETED:	(1,529,437)	(1,302,638)	-	-	-
WORKING CAPITAL - ENDING	**$ 26,846,486**	**$ 30,236,148**	**$ 22,377,070**	**$ 30,154,947**	**$ 25,575,626**
LESS OPERATING RESERVE	**1,480,000**	**1,480,000**	**1,818,000**	**1,818,000**	**1,900,000**
LESS REVENUE BOND RESERVE	**2,425,000**	**2,425,000**	**2,425,000**	**425,000**	**2,425,000**
AVAILABLE WORKING CAPITAL	**$ 22,941,486**	**$ 26,331,148**	**$ 18,134,070**	**$ 27,911,947**	**$ 21,250,626**

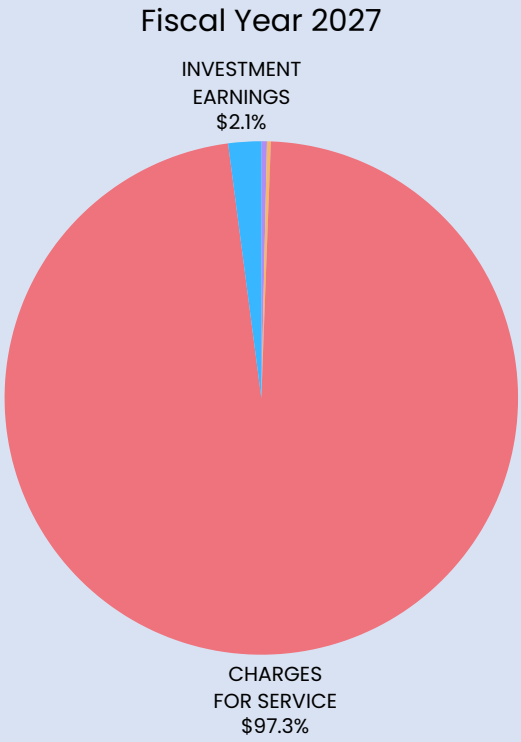
TRANSIT FUND
OPERATING BUDGET

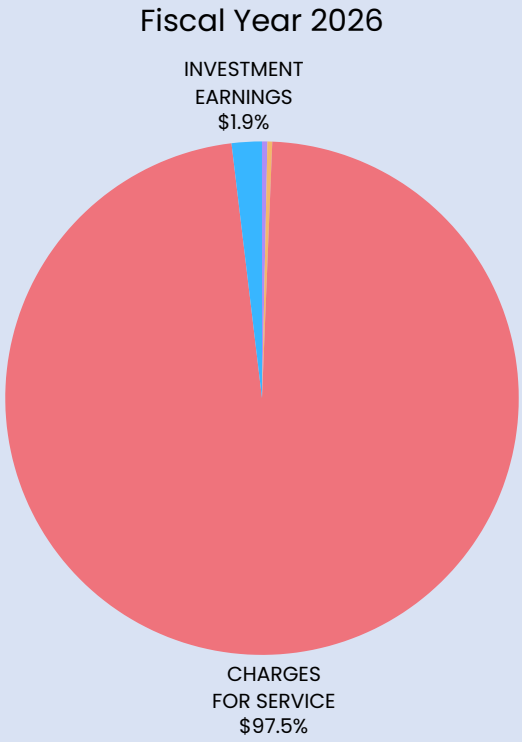
FUNDS 5710,5720,4110,4120,2040

	ACTUAL FY 24	ACTUAL FY 25	BUDGET FY 26	ESTIMATE FY 26	PROPOSED FY 27
WORKING CAPITAL - BEGINNING	**$ 6,888,083**	**$ 8,714,847**	**$ 6,659,981**	**$ 7,181,875**	**$ 6,561,920**
REVENUES:					
STATE AND FEDERAL GRANTS	$ 5,029,146	$ 3,975,386	$ 3,546,254	$ 3,546,254	$ 3,397,210
FTA CAPITAL GRANT	2,822,360	5,875,406	2,409,742	2,179,742	920,000
TAX REVENUE	2,648,844	3,073,206	3,101,281	3,090,116	3,203,348
INTER GOVERNMENTAL	335,866	352,021	362,211	362,145	371,679
OPERATING REVENUES	818,338	873,717	891,100	905,766	927,600
INTEREST ON INVESTMENTS	315,857	293,369	241,434	236,378	338,008
MISCELLANEOUS	23,277	44,926	10,050	16,190	10,050
TRANSFER IN	-	4,999	-	-	-
SALE SURPLUS EQUIP	2,549	26,062	36,650	48,000	6,650
TOTAL REVENUE	**$ 11,996,237**	**$ 14,519,092**	**$ 10,598,722**	**$ 10,384,590**	**$ 9,174,545**
EXPENSES:					
ADMINISTRATION	$ 1,583,150	$ 1,260,119	$ 911,758	$ 1,025,604	$ 957,556
OPERATIONS/DRIVERS	3,067,485	3,365,047	3,831,532	3,516,173	3,950,258
OPERATIONS/NON-DRIVERS	451,254	650,156	575,749	505,981	648,228
MAINTENANCE	1,164,217	1,503,355	1,342,619	1,454,341	1,633,909
MARKETING	117,650	121,331	141,041	118,837	135,194
PARATRANSIT	1,181,885	1,282,614	1,326,981	1,281,948	1,363,954
DOWNTOWN TRANSFER CNTR	42,886	67,465	51,473	45,417	47,070
TRANSFER OUT	-	5,000	-		
CAPITAL-LOCAL	-	12,843	-	-	-
CAPITAL - FEDERAL	3,455,639	7,931,148	2,931,950	3,056,244	1,150,000
O & M - LOCAL	-	80,732	-	-	-
TOTAL EXPENSES	**$ 11,064,166**	**$ 16,279,810**	**$ 11,113,103**	**$ 11,004,545**	**$ 9,886,169**
WORKING CAP. CHANGES NOT BUDGETED	894,693	227,746	-	-	-
WORKING CAPITAL - ENDING	**$ 8,714,847**	**$ 7,181,875**	**$ 6,145,600**	**$ 6,561,920**	**$ 5,850,296**
LESS: PARTS INVENTORY	**-**	**-**	**-**	**174,830**	**180,075**
OPERATING RESERVE	**1,000,000**	**1,000,000**	**1,384,117**	**1,384,117**	**1,485,000**
AVAILABLE WORKING CAPITAL	**$ 7,714,847**	**$ 6,181,875**	**$ 4,761,483**	**$ 5,002,973**	**$ 4,185,222**

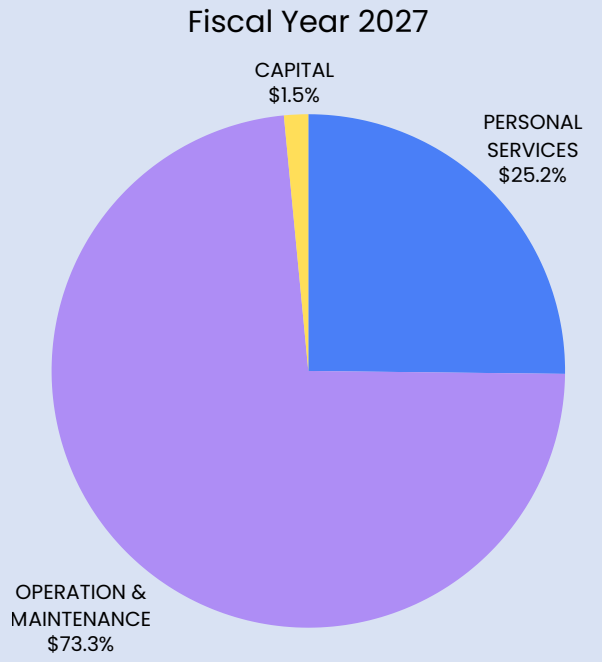
INTERNAL SERVICE FUNDS

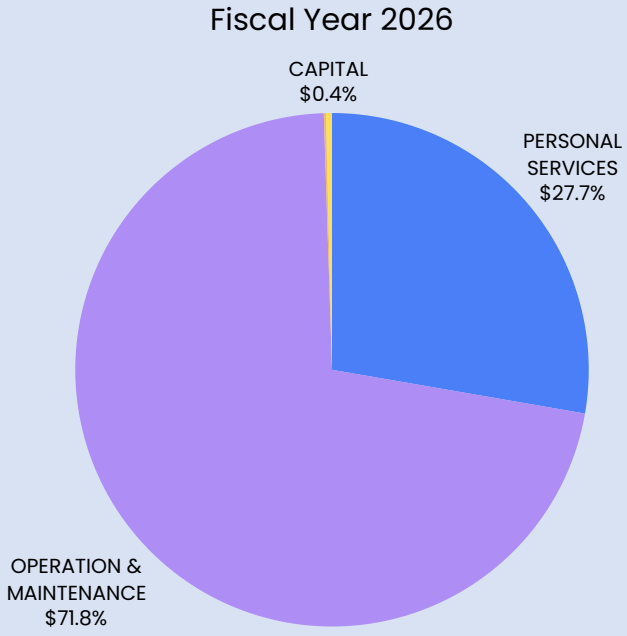
INTERNAL SERVICE FUNDS
SUMMARY OF REVENUES





INTERNAL SERVICE FUNDS
SUMMARY OF EXPENDITURES





INTERNAL SERVICE FUNDS
SUMMARY
OPERATING BUDGET
FY 27

	FLEET SERVICES	CENTRAL SERVICES	INFORMATION TECHNOLOGY	CITY HEALTH BENEFITS	CENTRAL TELEPHONE	RADIO COMMUNICATIONS	PROPERTY INSURANCE	FACILITIES MANAGEMENT
WORKING CAPITAL - BEGINNING	**$ 2,852,895**	**$ 200,865**	**$ 1,530,052**	**$ 5,640,330**	**$ 531,847**	**$ 1,282,747**	**$ (549,066)**	**$ 5,527,424**
REVENUE:								
SPECIAL ASSESSMENTS	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
LICENSES & PERMITS	-	-	-	-	-	-	-	-
INTER-GOVERNMENTAL	-	-	-	-	-	-	-	-
CHARGES FOR SERVICE	2,793,180	236,405	4,268,247	15,600,000	462,435	78,861	5,080,778	2,723,751
INVESTMENT EARNINGS	106,009	8,000	50,317	317,581	19,258	35,000	20,179	210,868
INTERFUND TRANSFERS	-	-	-	-	-	-	-	-
MISCELLANEOUS	-	-	-	-	-	-	-	-
TOTAL REVENUE	**$ 2,899,189**	**$ 244,405**	**$ 4,318,564**	**$ 15,917,581**	**$ 481,693**	**$ 113,861**	**$ 5,100,957**	**$ 2,934,619**
EXPENSES:								
PERSONAL SERVICES	$ 1,843,657	$ -	$ 2,575,391	$ 67,000	$ 195,343	$ -	$ 133,315	$ 563,059
OPERATION & MAINTENANCE	664,604	171,931	1,715,074	21,084,417	269,850	393,780	4,960,847	1,615,379
CAPITAL	80,000	-	85,000	-	242,060	-	-	55,000
DEBT SERVICE	-	-	-	-	-	-	-	-
INTERFUND TRANSFERS	-	-	-	-	-	-	-	-
TOTAL EXPENSES	**$ 2,588,261**	**$ 171,931**	**$ 4,375,465**	**$ 21,151,417**	**$ 707,253**	**$ 393,780**	**$ 5,094,162**	**$ 2,233,438**
WORKING CAPITAL- ENDING	**$ 3,163,823**	**$ 273,339**	**$ 1,473,151**	**$ 406,494**	**$ 306,287**	**$ 1,002,828**	**$ (542,271)**	**$ 6,228,605**
WORKING CAPITAL NOT BUDGETED		-	-	-	-	-	-	-
LESS RESERVED/DESIGNATED	**928,057**	**-**	**1,072,616**	**-**	**37,215**	**-**	**1,630,132**	**178,675**
UNDESIGNATED WORKING CAPITAL BALANCE ENDING	**$ 2,235,766**	**$ 273,339**	**$ 400,535**	**$ 406,494**	**$ 269,072**	**$ 1,002,828**	**$ (2,172,403)**	**$ 6,049,930**

INTERNAL SERVICE FUNDS
SUMMARY
OPERATING BUDGET
FY 27

	PUBLIC WORKS ADMINISTRATION	PUBLIC WORKS ENGINEERING	PROPOSED BUDGET FY 27	APPROVED BUDGET FY 26	INCREASE (DECREASE)	ACTUAL FY 25
WORKING CAPITAL - BEGINNING	**$ 837,154**	**$ 393,707**	**$ 18,247,955**	**$ 18,580,378**	**$ (332,423)**	**$ 18,856,405**
REVENUE:						
SPECIAL ASSESSMENTS	$ -	$ 139,000	$ 139,000	$ 125,000	$ 14,000	$ 106,999
LICENSES & PERMITS	-	96,900	96,900	113,000	(16,100)	111,425
INTER-GOVERNMENTAL	-	-	-	-	-	400,842
CHARGES FOR SERVICE	3,363,630	3,990,000	38,597,287	36,280,470	2,316,817	36,148,477
INVESTMENT EARNINGS	50,000	3,000	820,212	706,319	113,893	953,465
INTERFUND TRANSFERS	-	-	-	-	-	5,050
MISCELLANEOUS	-	-	-	-	-	217,414
TOTAL REVENUE	**$ 3,413,630**	**$ 4,228,900**	**$ 39,653,399**	**$ 37,224,789**	**$ 2,428,610**	**$ 37,943,672**
EXPENSES:						
PERSONAL SERVICES	$ 2,584,566	$ 3,316,295	$ 11,278,626	$ 11,440,044	$ (161,418)	$ 10,098,902
OPERATION & MAINTENANCE	1,165,256	788,073	32,829,211	29,606,608	3,222,603	25,552,052
CAPITAL	57,500	162,141	681,701	157,000	524,701	307,518
DEBT SERVICE	-	-	-	-	-	1,863
INTERFUND TRANSFERS	-	-	-	53,700	(53,700)	111,379
TOTAL EXPENSES	**$ 3,807,322**	**$ 4,266,509**	**$ 44,789,538**	**$ 41,257,352**	**$ 3,532,186**	**$ 36,071,714**
WORKING CAPITAL- ENDING	**$ 443,462**	**$ 356,098**	**$ 13,111,816**	**$ 14,547,815**	**$ (1,435,999)**	**$ 20,728,363**
WORKING CAPITAL NOT BUDGETED	-	-	-	-	-	(245,173)
LESS RESERVED/DESIGNATED	**299,986**	**410,437**	**4,557,118**	**4,317,557**	**239,561**	**3,973,874**
UNDESIGNATED WORKING CAPITAL BALANCE ENDING	**$ 143,476**	**$ (54,339)**	**$ 8,554,698**	**$ 10,230,258**	**$ (1,675,560)**	**$ 16,509,316**

FLEET SERVICES FUND
OPERATING BUDGET

FUND 6010

	ACTUAL FY 24	ACTUAL FY 25	BUDGET FY 26	ESTIMATE FY 26	PROPOSED FY 27
WORKING CAPITAL - BEGINNING	**$ 1,969,858**	**$ 2,765,876**	**$ 3,043,334**	**$ 2,536,021**	**$ 2,852,895**
REVENUES:					
FLEET SERVICES	$ 3,528,117	$ 2,069,333	$ 2,664,819	$ 2,254,711	$ 2,746,392
COURIER	40,752	42,795	45,472	45,472	46,788
INTEREST EARNINGS	121,372	101,499	75,721	70,553	106,009
INTERGOVERNMENTAL	30,564	16,472	-	-	-
MISCELLANEOUS	31,204	40,423	-	66,938	-
TOTAL REVENUE	**$ 3,752,009**	**$ 2,270,522**	**$ 2,786,012**	**$ 2,437,674**	**$ 2,899,189**
EXPENSES:					
PERSONAL SERVICES	$ 1,354,843	$ 1,688,676	$ 1,843,905	$ 1,586,253	$ 1,843,657
MOTOR POOL FACILITIES OPERATION & MAINTENANCE	1,325,262	500,521	628,171	481,856	664,604
CAPITAL	-	-	45,000	52,691	80,000
TRANSFERS OUT	165,191	86,981	-	-	-
TOTAL EXPENSES	**$ 2,845,296**	**$ 2,276,178**	**$ 2,517,076**	**$ 2,120,800**	**$ 2,588,261**
WORKING CAP. CHANGES NOT BUDGETED	(110,695)	(224,199)	-	-	-
WORKING CAPITAL - ENDING	**$ 2,765,876**	**$ 2,536,021**	**$ 3,312,270**	**$ 2,852,895**	**$ 3,163,823**
LESS OPERATING RESERVE	$ 991,639	$ 810,003	$ 914,668	$ 765,200	$ 928,057
AVAILABLE WORKING CAPITAL	**$ 1,774,237**	**$ 1,726,018**	**$ 2,397,602**	**$ 2,087,695**	**$ 2,235,766**

CENTRAL SERVICES FUND
OPERATING BUDGET

FUND 6050

	ACTUAL FY 24	ACTUAL FY 25	BUDGET FY 26	ESTIMATE FY 26	PROPOSED FY 27
WORKING CAPITAL-BEGINNING	**$ 222,453**	**$ 250,280**	**$ 128,712**	**$ 139,122**	**$ 200,865**
REVENUES:					
MAIL SERVICE	$ 64,389	$ 61,060	$ 70,040	$ 70,040	$ 70,000
DUPLICATION	42,354	84,039	167,698	124,519	166,405
INTEREST EARNINGS	12,363	10,250	8,547	26,926	8,000
TOTAL REVENUE	**$ 119,106**	**$ 155,349**	**$ 246,285**	**$ 221,485**	**$ 244,405**
EXPENSES:					
MAIL SERVICE	$ 58,305	$ 61,511	$ 70,040	$ 70,040	$ 70,000
DUPLICATION	32,974	204,996	200,822	89,702	101,931
TOTAL EXPENSES	**$ 91,279**	**$ 266,507**	**$ 270,862**	**$ 159,742**	**$ 171,931**
WORKING CAP. CHANGES NOT BUDGETED	-	-	-	-	-
WORKING CAPITAL-ENDING	**$ 250,280**	**$ 139,122**	**$ 104,135**	**$ 200,865**	**$ 273,339**

CENTRAL TELEPHONE SERVICES FUND
OPERATING BUDGET

FUND 6060

	ACTUAL FY 24	ACTUAL FY 25	BUDGET FY 26	ESTIMATE FY 26	PROPOSED FY 27
WORKING CAPITAL-BEGINNING	**$ 319,602**	**$ 393,606**	**$ 437,034**	**$ 442,538**	**$ 531,847**
REVENUES:					
CHARGE FOR SERVICES	$ 461,832	$ 471,816	$ 471,034	$ 440,249	$ 462,435
INTERGOVERNMENTAL	4,285	2,396	-	-	-
INTEREST EARNINGS	19,292	19,041	13,756	12,840	19,258
OTHER INCOME	29	65	-	157	-
TOTAL REVENUE	**$ 485,438**	**$ 493,318**	**$ 484,790**	**$ 453,246**	**$ 481,693**
EXPENSES:					
PERSONAL SERVICES	$ 191,271	$ 201,801	$ 196,708	$ 178,288	$ 195,343
OPERATIONS & MAINTENANCE	228,298	244,208	275,422	185,649	269,850
CAPITAL	-	-	-	-	242,060
TOTAL EXPENSES	**$ 419,569**	**$ 446,009**	**$ 472,130**	**$ 363,937**	**$ 707,253**
WORKING CAP. CHANGES NOT BUDGETED	8,135	1,623	-	-	-
WORKING CAPITAL-ENDING	**$ 393,606**	**$ 442,538**	**$ 446,694**	**$ 531,847**	**$ 306,287**
LESS OPERATING RESERVE	33,566	35,681	37,770	29,115	37,215
AVAILABLE WORKING CAPITAL	**$ 360,040**	**$ 406,857**	**$ 411,924**	**$ 502,732**	**$ 269,072**

RADIO COMMUNICATIONS FUND
OPERATING BUDGET

FUND 6070

	ACTUAL FY 24	ACTUAL FY 25	BUDGET FY 26	ESTIMATE FY 26	PROPOSED FY 27
WORKING CAPITAL-BEGINNING	**$ 663,052**	**$ 945,373**	**$ 1,165,908**	**$ 1,188,121**	**$ 1,282,747**
REVENUES:					
CHARGES FOR SERVICE	$ 333,516	$ 218,436	$ 85,716	$ 85,716	$ 78,861
TRANSFER FROM GENERAL FUND					
SALE OF EQUIPMENT					
INTEREST EARNINGS	42,778	45,657	32,520	43,905	35,000
OTHER	490	6	-	5	-
TOTAL REVENUE	**$ 376,784**	**$ 264,099**	**$ 118,236**	**$ 129,626**	**$ 113,861**
EXPENSES					
OPERATIONS & MAINTEN	$ 27,173	$ 21,351	$ 394,813	$ 35,000	$ 393,780
CAPITAL	67,290	-	-	-	-
TOTAL EXPENSES	**$ 94,463**	**$ 21,351**	**$ 394,813**	**$ 35,000**	**$ 393,780**
WORKING CAP. CHANGES NOT BUDG	-	-	-	-	-
WORKING CAPITAL-ENDING	**$ 945,373**	**$ 1,188,121**	**$ 889,331**	**$ 1,282,747**	**$ 1,002,828**

RADIO COMMUNICATIONS FUND BUDGET NARRATIVE

The 800MHz Radio Systems budget is an internal service fund comprised of all City departments utilizing the 800 MHz system. User departments fund the operation and maintenance charges for the base system, and the oversight of the expenditure budget is maintained by Fire Department / 9-1-1 Center personnel.

Revenues
No significant changes.

Expenses
No significant changes

Capital
None

INFORMATION TECHNOLOGY FUND
OPERATING BUDGET

FUND 6200

	ACTUAL FY 24	ACTUAL FY 25	BUDGET FY 26	ESTIMATE FY 26	PROPOSED FY 27
WORKING CAPITAL-BEGINNING	**$ 763,201**	**$ 901,250**	**$ 844,245**	**$ 1,278,771**	**$ 1,530,052**
REVENUES:					
CHARGE FOR SERVICES	$ 3,492,546	$ 3,857,281	$ 4,008,684	$ 3,657,831	$ 4,268,247
INTEREST EARNINGS	59,203	50,388	35,941	40,239	50,317
INTERGOVERNMENTAL	55,582	28,575	-	-	-
OTHER	59,178	162,464	-	149,655	-
TRANSFERS	2,000	-	-	-	-
TOTAL REVENUE	**$ 3,668,509**	**$ 4,098,708**	**$ 4,044,625**	**$ 3,847,725**	**$ 4,318,564**
EXPENSES:					
PERSONAL SERVICES	$ 2,422,166	$ 2,184,350	$ 2,461,842	$ 1,961,176	$ 2,575,391
OPERATIONS & MAINTENANCE	1,062,655	1,390,064	1,556,773	1,635,268	1,715,074
CAPITAL	67,088	-	-	-	85,000
PRINCIPAL	-	-	-	-	-
INTEREST	3,687	1,863	-	-	-
TRANSFER OUT	-	24,398	-	-	-
TOTAL EXPENSES	**$ 3,555,596**	**$ 3,600,675**	**$ 4,018,615**	**$ 3,596,444**	**$ 4,375,465**
WORKING CAP. CHANGES NOT BUDGETED	25,136	(120,512)	-	-	-
WORKING CAPITAL - ENDING	**$ 901,250**	**$ 1,278,771**	**$ 870,255**	**$ 1,530,052**	**$ 1,473,151**
LESS OPERATING RESERVE	871,205	893,604	1,004,654	899,111	1,072,616
AVAILABLE WORKING CAPITAL	**$ 30,045**	**$ 385,167**	**$ (134,399)**	**$ 630,941**	**$ 400,535**

CITY HEALTH BENEFITS FUND
OPERATING BUDGET

FUND 6270

	ACTUAL FY 24	ACTUAL FY 25	BUDGET FY 26	ESTIMATE FY 26	PROPOSED FY 27
WORKING CAPITAL - BEGINNING	**$ 9,904,562**	**$ 8,938,162**	**$ 7,056,285**	**$ 8,750,708**	**$ 5,640,330**
REVENUES:					
INVESTMENT EARNINGS	$ 526,950	$ 426,061	$ 317,581	$ 364,216	$ 317,581
CHARGES FOR SERVICE:					
CITY CONTRIBUTION HEALTH	10,027,333	10,528,938	9,700,000	10,817,400	11,265,000
CITY CONTRIBUTION LIFE $5,000	11,253	10,759	12,000	11,020	12,000
CITY CONTRIBUTION LIFE $15,000					
CITY CONTRIBUTION DENTAL	174,962	182,225	180,000	176,370	180,000
EMPLOYEE CONTRIBUTION LIFE					
EMPLOYEE FLEX CONTRIB.	351,964	427,758	385,000	316,260	385,000
EMPLOYEE DENTAL CONTRIB	174,962	182,225	200,000	176,370	200,000
EMPLOYEE HEALTH CONTRIB.	2,037,702	2,360,125	1,940,000	2,231,665	2,415,000
RETIREE/COBRA CONTRIB	715,586	821,438	800,000	969,952	878,000
CLAIM OVERPAYMENTS	54,639	30,253	80,000	50,000	80,000
PRESCRIPTION DRUG REBATE	59,036	1,468	775,000	1,500	10,000
STOP LOSS REIMBURSEMENTS	388,408	372,174	175,000	523,826	175,000
OTHER	(1,159)	(4,133)	-	-	-
TOTAL REVENUE	**$ 14,521,636**	**$ 15,339,291**	**$ 14,564,581**	**$ 15,638,579**	**$ 15,917,581**
EXPENSES:					
PERSONAL SERVICES:					
HEALTH INCENTIVES	$ 52,500	$ 35,700	$ 55,000	$ 46,200	$ 55,000
OPERATION AND MAINTENANCE:					
HEALTH CLAIMS	12,064,465	12,188,616	14,946,855	15,228,521	17,185,181
LIFE INSURANCE PREMIUMS	10,457	9,489	12,000	6,429	12,000
DENTAL CLAIMS	813,181	902,411	887,949	770,809	887,949
FLEX PLAN CLAIMS	351,964	427,757	358,000	316,260	370,000
125K FLEX ADMIN. CHGS.	10,260	10,210	14,000	11,680	14,000
HEALTH/DENTAL ADMIN. CHGS.	416,106	457,267	528,173	571,349	589,000
EMPLOYEE ASSISTANCE PROGRAM	27,900	23,608	28,750	38,633	40,000
FIDUCIARY LIABILITY INS.	294,000	(66,000)	5,000	-	-
ACA ADMIN. CHGS	22,122	26,401	30,000	31,770	32,750
STOP LOSS PREMIUM	808,091	901,851	1,175,383	1,102,858	1,213,144
H.S.A. ADMIN. FEES	15,508	15,162	19,500	17,353	16,000
VSP ADMIN FEES	7,889	8,509	8,000	8,636	8,600
WELLNESS EVENTS	2,160	2,160	10,000	2,000	12,000
CONSULTANT SERVICES	94,753	83,216	115,000	105,234	115,000
NURSE/SCREENING PROGRAM	287,518	287,657	332,000	246,446	345,000
CARE LINK SERVICES	-	-	20,000	-	-
COST ALLOCATION / OTHER	209,158	212,733	244,779	244,779	255,793
TOTAL EXPENSES	**$ 15,488,032**	**$ 15,526,747**	**$ 18,790,389**	**$ 18,748,957**	**$ 21,151,417**
PRIOR PERIOD ADJUSTMENT	$ -	$ -	$ -	$ -	$ -
WORKING CAP. CHANGES NOT BUDGETED	(4)	2	-	-	-
WORKING CAPITAL CHANGES NOT BUDGETED	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
WORKING CAPITAL - ENDING	**$ 8,938,162**	**$ 8,750,708**	**$ 2,830,477**	**$ 5,640,330**	**$ 406,494**

PROPERTY INSURANCE FUND
OPERATING BUDGET

FUND 6300

	ACTUAL FY 24	ACTUAL FY 25	BUDGET FY 26	ESTIMATE FY 26	PROPOSED FY 27
WORKING CAPITAL-BEGINNING	**$ (358,186)**	**$ (273,241)**	**$ 795,674**	**$ 330,642**	**$ (549,066)**
REVENUES:					
CHARGE FOR SERVICES	$ 3,770,947	$ 4,972,194	$ 4,290,206	$ 4,290,206	$ 5,080,778
INTEREST EARNINGS	7,371	47,838	50,179	10,000	20,179
TRANSFERS FROM PUBLIC SAFETY FUND		-			
OTHER	11,288	1,589	-	-	-
TOTAL REVENUE	**$ 3,789,606**	**$ 5,021,621**	**$ 4,340,385**	**$ 4,300,206**	**$ 5,100,957**
EXPENSES:					
PERSONAL SERVICES	$ 126,764	$ 130,337	$ 129,286	$ 123,672	$ 133,315
OPERATIONS & MAINTENANCE	3,582,837	4,285,322	4,456,242	5,056,242	4,960,847
TOTAL EXPENSES	**$ 3,709,601**	**$ 4,415,659**	**$ 4,585,528**	**$ 5,179,914**	**$ 5,094,162**
WORKING CAP. CHANGES NOT BUDGETED	4,940	(2,079)	-	-	-
WORKING CAPITAL - ENDING	**$ (273,241)**	**$ 330,642**	**$ 550,531**	**$ (549,066)**	**$ (542,271)**
LESS OPERATING RESERVE	1,187,072	1,413,011	1,467,369	1,657,572	1,630,132
AVAILABLE WORKING CAPITAL	**$ (1,460,313)**	**$ (1,082,369)**	**$ (916,838)**	**$ (2,206,638)**	**$ (2,172,403)**

STAFFING AUTHORIZATION

POSITION	ACTUAL FY 24	ACTUAL FY 25	BUDGET FY 26	PROPOSED FY 27
RISK/SAFETY OFFICER	1.0	1.0	1.0	1.0
TOTAL	**1.0**	**1.0**	**1.0**	**1.0**

PROPERTY INSURANCE BUDGET NARRATIVE

The property insurance fund is a City-wide internal service fund that accounts for revenues and expenditures associated with property and liability insurance. Each department receives charges for their share of the insurance.

FACILITIES MANAGEMENT FUND
OPERATING BUDGET

FUNDS 6500-6540

	ACTUAL FY 24	ACTUAL FY 25	BUDGET FY 26	ESTIMATE FY 26	PROPOSED FY 27
WORKING CAPITAL-BEGINNING	**$ 2,720,401**	**$ 4,090,905**	**$ 4,383,492**	**$ 4,854,774**	**$ 5,527,424**
REVENUES:					
CHARGE FOR SERVICES - ADMIN	$ 123,096	$ 334,767	$ 320,433	$ 219,332	$ 216,481
RENTS - CITY HALL	-	499,532	1,054,070	1,050,134	1,134,559
RENTS - BOC	1,148,607	1,241,453	1,367,852	1,414,624	1,330,381
EXTERNAL RENTS - CITY HALL	407,633	422,428	219,402	256,729	-
RENTS - ANIMAL SHELTER	35,187	42,330	42,330	42,330	42,330
RENTS - N 27TH	577,342	321,198	-	-	-
GRANT INCOME	15,290	7,956	-	-	-
BOND PREMIUM					
MISCELLANEOUS	2,110,115	2,594	-	337	
INTEREST EARNINGS	197,170	195,304	146,074	145,797	210,868
TRANSFER IN	350,894	-	-	-	-
TOTAL REVENUE	**$ 4,965,334**	**$ 3,067,562**	**$ 3,150,161**	**$ 3,129,283**	**$ 2,934,619**
EXPENSES:					
ADMINISTRATION	$ 2,782,210	$ 515,849	$ 656,557	$ 480,114	$ 548,449
NEW CITY HALL	270,294	378,946	755,986	697,680	835,538
BOC	707,921	1,053,391	1,089,927	1,210,955	822,451
ANIMAL SHELTER	13,697	9,987	17,000	67,884	27,000
N 27TH	363,209	342,839	-	-	-
TRANSFERS OUT	-	-	53,700	-	-
TOTAL EXPENSES	**$ 4,137,331**	**$ 2,301,012**	**$ 2,573,170**	**$ 2,456,633**	**$ 2,233,438**
WORKING CAP. CHANGES NOT BUDGETED	542,501	(2,681)	-	-	-
WORKING CAPITAL-ENDING	**$ 4,090,905**	**$ 4,854,774**	**$ 4,960,483**	**$ 5,527,424**	**$ 6,228,605**
LESS OPERATING RESERVE	330,986	184,081	205,854	196,531	178,675
AVAILABLE WORKING CAPITAL	**$ 3,759,919**	**$ 4,670,693**	**$ 4,754,629**	**$ 5,330,893**	**$ 6,049,930**

PUBLIC WORKS ADMINISTRATION
OPERATING BUDGET

FUND 6600

	ACTUAL FY 24	ACTUAL FY 25	BUDGET FY 26	ESTIMATE FY 26	PROPOSED FY 27
WORKING CAPITAL-BEGINNING	**$ 990,120**	**$ 1,163,787**	**$ 928,939**	**$ 1,110,555**	**$ 837,154**
REVENUES:					
CHARGE FOR SERVICES	3,166,855	3,113,987	3,296,990	3,296,990	3,363,630
INTERGOVERNMENTAL	45,733	24,245	-	-	-
TRANSFERS IN				-	-
INVESTMENT EARNINGS	64,971	61,791	25,000	50,500	50,000
MISCELLANEOUS	-	-	-	241	-
TOTAL REVENUE	**$ 3,277,559**	**$ 3,200,023**	**$ 3,321,990**	**$ 3,347,731**	**$ 3,413,630**
EXPENSES:					
PERSONAL SERVICES	$ 2,209,378	$ 2,276,276	$ 2,437,654	$ 2,389,216	$ 2,584,566
OPERATIONS & MAINTENANCE	928,788	1,012,170	1,254,104	1,231,916	1,165,256
CAPITAL	-	25,908	-	-	57,500
TOTAL EXPENSES	**$ 3,138,166**	**$ 3,314,354**	**$ 3,691,758**	**$ 3,621,132**	**$ 3,807,322**
WORKING CAP. CHANGES NOT BUDGETED	34,274	61,099	-	-	-
WORKING CAPITAL-ENDING	**$ 1,163,787**	**$ 1,110,555**	**$ 559,171**	**$ 837,154**	**$ 443,462**
LESS OPERATING RESERVE	251,053	263,076	295,341	289,691	299,986
AVAILABLE WORKING CAPITAL	**$ 912,734**	**$ 847,479**	**$ 263,830**	**$ 547,463**	**$ 143,476**

STAFFING AUTHORIZATION

POSITION	ACTUAL FY 24	ACTUAL FY 25	BUDGET FY 26	PROPOSED FY 27
DIRECTOR OF PUBLIC WORKS	1.0	1.0	1.0	1.0
DEPUTY DIRECTOR OF PUBLIC WORKS	1.0	1.0	1.0	1.0
UTILITY BUSINESS MANAGER	1.0	1.0	1.0	1.0
PUBLIC WORKS FISCAL SERVICES MGR	1.0	1.0	1.0	1.0
PUBLIC WORKS FINANCIAL ANALYST	1.0	1.0	1.0	1.0
SAFETY & TRAINING COORDINATOR	1.0	1.0	1.0	1.0
MOTOR VEHICLE OPERATOR TRAINOR	-	1.0	1.0	1.0
ACCOUNT CLERK II	6.0	6.0	6.0	6.0
BILLING ANALYST	-	-	-	1.0
BILLINGS SERV COORD	1.0	1.0	1.0	1.0
FACILITIES MAINT SUPPORT II	2.0	2.0	3.0	3.0
ADMINISTRATIVE SUPPORT II	1.0	1.0	1.0	-
ADMINISTRATIVE SUPPORT III	1.0	1.0	1.0	1.0
PROJECT & COMMUNICATION COORD	1.0	1.0	1.0	1.0
SPECIAL ASSESSMENT COORD	1.0	1.0	1.0	1.0
SENIOR ACCOUNT/PERMIT CLERK	2.0	2.0	2.0	2.0
PUBLIC WORKS DATA ANALYST	1.0	1.0	1.0	1.0
TOTAL	22.0	23.0	24.0	24.0

FUND 6700

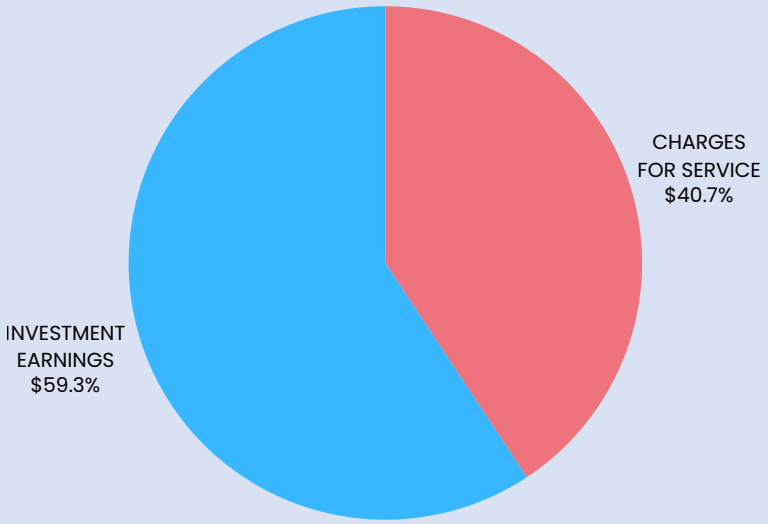
PUBLIC WORKS ENGINEERING
OPERATING BUDGET

	ACTUAL FY 24	ACTUAL FY 25	BUDGET FY 26	ESTIMATE FY 26	PROPOSED FY 27
WORKING CAPITAL-BEGINNING	**$ (6,756)**	**$ (319,593)**	**$ (203,245)**	**$ (215,634)**	**$ 393,707**
REVENUES:					
SPECIAL ASSESSMENTS	$ 96,529	$ 106,999	$ 125,000	$ 126,000	$ 139,000
LICENSES & PERMITS	78,090	111,425	113,000	71,500	96,900
CHARGE FOR SERVICES	3,174,345	3,765,175	3,928,724	4,153,024	3,990,000
INTERGOVERNMENTAL	64,041	34,488	-	-	-
TRANSFERS IN	-	5,050	-	-	-
INVESTMENT EARNINGS	6,516	(4,364)	1,000	2,847	3,000
MISCELLANEOUS	439	14,406	-	4,612	-
TOTAL REVENUE	**$ 3,419,960**	**$ 4,033,179**	**$ 4,167,724**	**$ 4,357,983**	**$ 4,228,900**
EXPENSES:					
PERSONAL SERVICES	$ 2,726,101	$ 3,018,703	$ 3,159,255	$ 3,001,567	$ 3,316,296
OPERATIONS & MAINTENANCE	722,002	725,483	759,756	747,075	788,073
CAPITAL	-	226,610	24,000	-	162,141
TOTAL EXPENSES	**$ 3,448,103**	**$ 3,970,796**	**$ 3,943,011**	**$ 3,748,642**	**$ 4,266,510**
WORKING CAP. CHANGES NOT BUDGETED	(284,694)	41,576	-	-	-
WORKING CAPITAL-ENDING	**$ (319,593)**	**$ (215,634)**	**$ 21,468**	**$ 393,707**	**$ 356,097**
LESS OPERATING RESERVE	344,810	374,419	391,901	374,864	410,437
AVAILABLE WORKING CAPITAL	**$ (664,403)**	**$ (590,053)**	**$ (370,433)**	**$ 18,843**	**$ (54,340)**

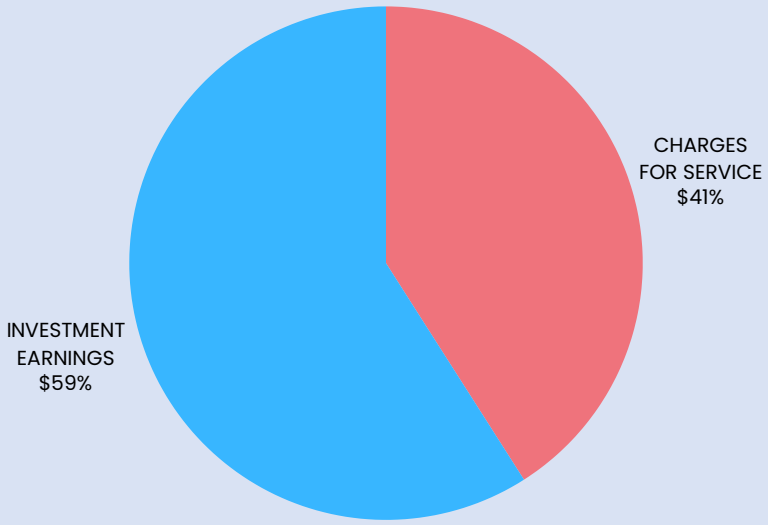
PERMANANT FUND

PERMANANT FUND
SUMMARY OF REVENUES

Fiscal Year 2027



Fiscal Year 2026



PERMANENT FUND
SUMMARY
OPERATING BUDGET
FY 27

	CEMETERY PERPETUAL CARE	PROPOSED BUDGET FY 27	APPROVED BUDGET FY 26	INCREASE (DECREASE)	ACTUAL FY 25
FUND BALANCE - BEGINNING	**$ 898,107**	**$ 898,107**	**$ 800,056**	**$ 98,051**	**$ 839,716**
REVENUE:					
CHARGES FOR SERVICE	$ 27,000	$ 27,000	$ 19,500	$ 7,500	$ 26,388
INVESTMENT EARNINGS	39,337	39,337	28,098	11,239	37,454
TOTAL REVENUE	**$ 66,337**	**$ 66,337**	**$ 47,598**	**$ 18,739**	**$ 63,842**
EXPENDITURES:					
INTERFUND TRANSFERS	$ 54,000	$ 54,000	$ 48,000	$ 6,000	$ 31,451
TOTAL EXPENDITURES	**$ 54,000**	**$ 54,000**	**$ 48,000**	**$ 6,000**	**$ 31,451**
FUND BALANCE ENDING	**$ 910,444**	**$ 910,444**	**$ 799,654**	**$ 110,790**	**$ 872,107**

CEMETERY PERPETUAL CARE FUND
OPERATING BUDGET

FUNDS 7010 & 7030

	ACTUAL FY 24	ACTUAL FY 25	BUDGET FY 26	ESTIMATE FY 26	PROPOSED FY 27
FUND BALANCE BEGINNING	**$ 800,740**	**$ 839,716**	**$ 879,116**	**$ 872,107**	**$ 898,107**
REVENUE:					
PERPETUAL CARE FEES	$ 26,588	$ 26,388	$ 19,500	$ 30,000	$ 27,000
INTEREST ON INVESTMENTS	42,914	37,454	28,098	43,000	39,337
TOTAL REVENUE	**$ 69,502**	**$ 63,842**	**$ 47,598**	**$ 73,000**	**$ 66,337**
EXPENDITURES:					
TRANSFER-PRPL OPS	$ 30,526	$ 31,451	$ 48,000	$ 47,000	$ 54,000
TOTAL EXPENDITURES	**$ 30,526**	**$ 31,451**	**$ 48,000**	**$ 47,000**	**$ 54,000**
FUND BALANCE ENDING	**$ 839,716**	**$ 872,107**	**$ 878,714**	**$ 898,107**	**$ 910,444**
LESS:					
NONSPENDABLE	839,716	872,107	878,714	898,107	910,444
UNASSIGNED	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**

CEMETERY PERPETUAL CARE FUND BUDGET NARRATIVE

City ordinance requires 35% of the proceeds from the sale of grave lots and mausoleum spaces to be placed in this fund and maintained for perpetuity. The interest income generated by this fund is transferred annually into the PRPL Operations Fund to be used for maintenance & care of the cemetery.

BUSINESS IMPROVEMENT DISTRICTS

DOWNTOWN BUSINESS IMPROVEMENT DISTRICT

Downtown Billings BID Budget FY27

Revenues		
BID Work Plan Income		
	Assessments	$ 588,938.14
	Delinquent Assessments	$ (5,889.38)
	BID Contract Labor	$ 20,000.00
	County Mill to Cooperative Safety	$ 162,230.00
	Green Meters	$ 7,500.00
	Interest Income	$ 600.00
	Other Income	$ 10,000.00
Event Income		
	Event Support to DBA	$ 100,000.00
Public Art Program		
	Arts & Culture Income	$ 5,000.00
	Total Revenue	**$ 888,378.76**

Expenses		
OPS Allocations		
	Payroll	$ 369,039.22
	Professional Services	$ 27,720.00
	Shared Overhead	$ 26,268.00
	Advertising/Marketing	$ 4,950.00
	Insurance	$ 27,720.00
	Rent	$ 57,003.54
Cooperative Safety to BPD/Private Security		$ 201,000.00
Cooperative Safety to Riverstone (Outreach Team)		$ 60,000.00
BID WorkPlan		
	Rent - BID Shop	$ 8,400.00
	Internet - BID Shop	$ 1,800.00
	Capitol Equipment	$ 10,000.00
	Auto Maintenance/Fuel	$ 2,500.00
	Insurance (Liability/Property/Equip.)	$ 6,000.00
	Special Projects	$ -
	Portland Loo	$ 3,000.00
	Clean/Litter Expenses	$ 9,000.00
	Tools/Small Equipment	$ 1,000.00
	Planter/Tree/Flower Basket Maintenance	$ 16,000.00
	PMD Utilities	$ 1,200.00
	Uniforms	$ 3,000.00
	Audit	$ 45,000.00
	Public Art Program	$ 5,000.00
	Total Expenses	**$ 885,600.76**
	Net Revenue	**$ 2,778.00**



downtown Billings

BUSINESS IMPROVEMENT DISTRICT

downtownbillings.com



FY27 BID WORKPLAN

01 BID 101

02 CLEAN ZONE

03 SAFE ZONE

04 COMMUNITY DEVELOPMENT

05 FY26 BUDGET



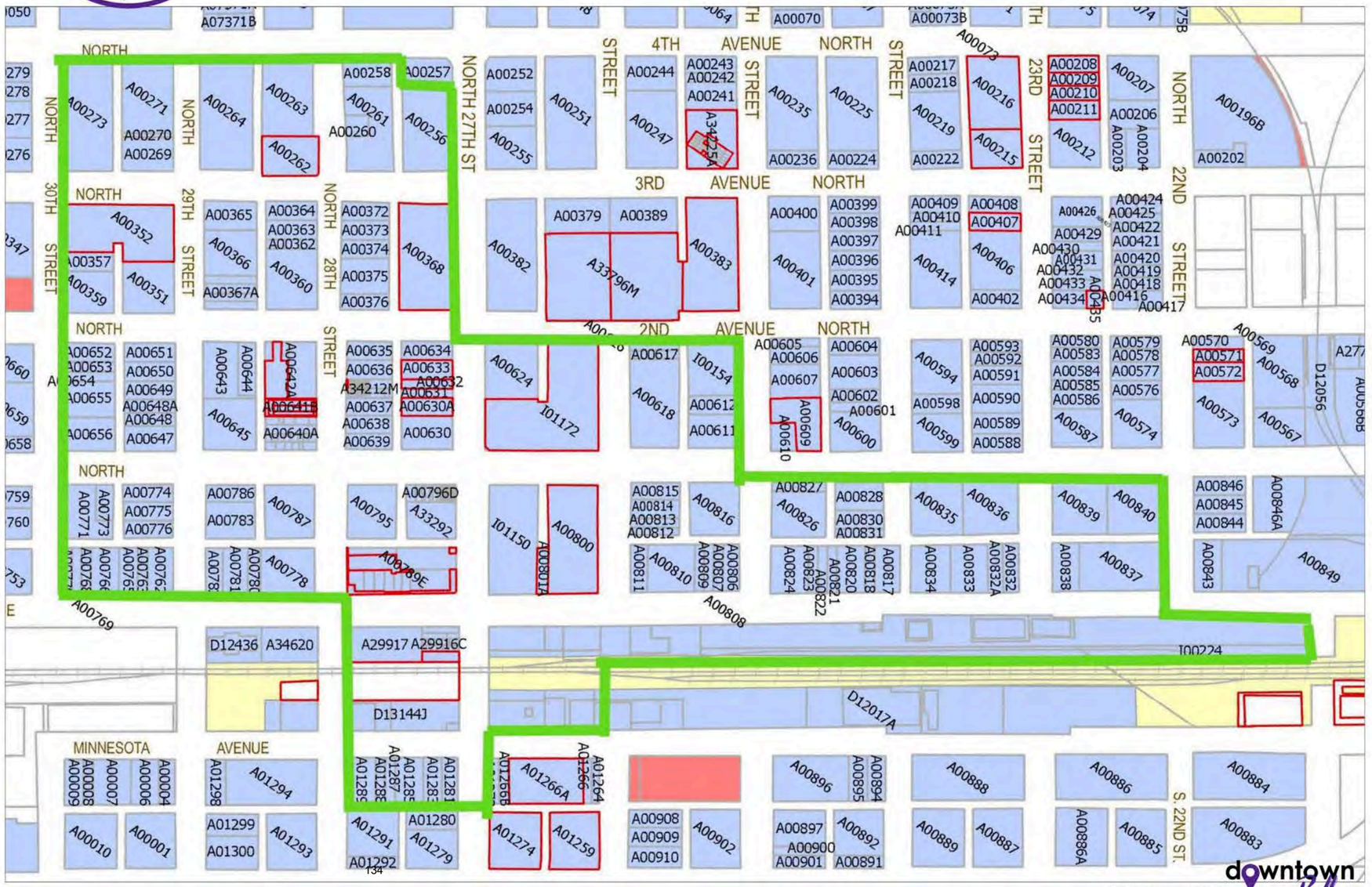
BUSINESS IMPROVEMENT DISTRICT

- Regulated by Montana State Statute (MCA 7.12.11)
- Created by and for property owners
- Managed by property owners
- Services above and beyond those offered by taxing municipalities
- Assessment rates based on lot size and property value
- Clean Zone & Safe Zone



Business Improvement District

CLEAN ZONE



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- Sidewalk Sweeping
- Trash Bag Replacement
- Sidewalk Power Washing
- Street Level Graffiti Removal
- Public Restroom Maintenance
- Sidewalk Snow Removal





CLEAN









NOT ALL HEROES WEAR CAPES



SWEEP 354 MILES OF SIDEWALK PER YEAR

Enough to run in 13.5 marathons



EMPTY 120,000 POUNDS OF GARBAGE EACH YEAR

The same weight as TWO D7 Dozers



SNOW PLOW 252 MILES OF SIDEWALK PER WINTER

The distance from Billings, MT to Anaconda, MT

CLEAN





- 185 Flower Baskets
- 7+ miles of watering
- 150 gallons of water

CLEAN


Business
Improvement
District
downtown
Billings
Printed August 2024

SAFE



BILLINGS POLICE OFFICERS



COMMUNITY SERVICE OFFICERS



PRIVATE SECURITY



SAFETY OUTREACH TEAM



CPTED



Billings POLICE DEPARTMENT

The Downtown Billings BID is committed to the public-private partnership long established with the City of Billings and the Billings Police Department.



Officer Kammerzell



Officer Pearson



TBD

SAFE



Kody Christensen

COMMUNITY RESOURCE DIRECTOR

- Development of BID Safety Team
- Successful Continuation of M.A.A.P.
- Partnerships with:
  - Yellowstone County Commissioners
  - Yellowstone County Detention Facility
  - Riverstone Health
  - Continuum of Care
  - Yellowstone County
  - Community Crisis Center
  - Healthcare for the Homeless
  - other local and region providers











Public Art Program





11,000+ Followers

24.5K Followes

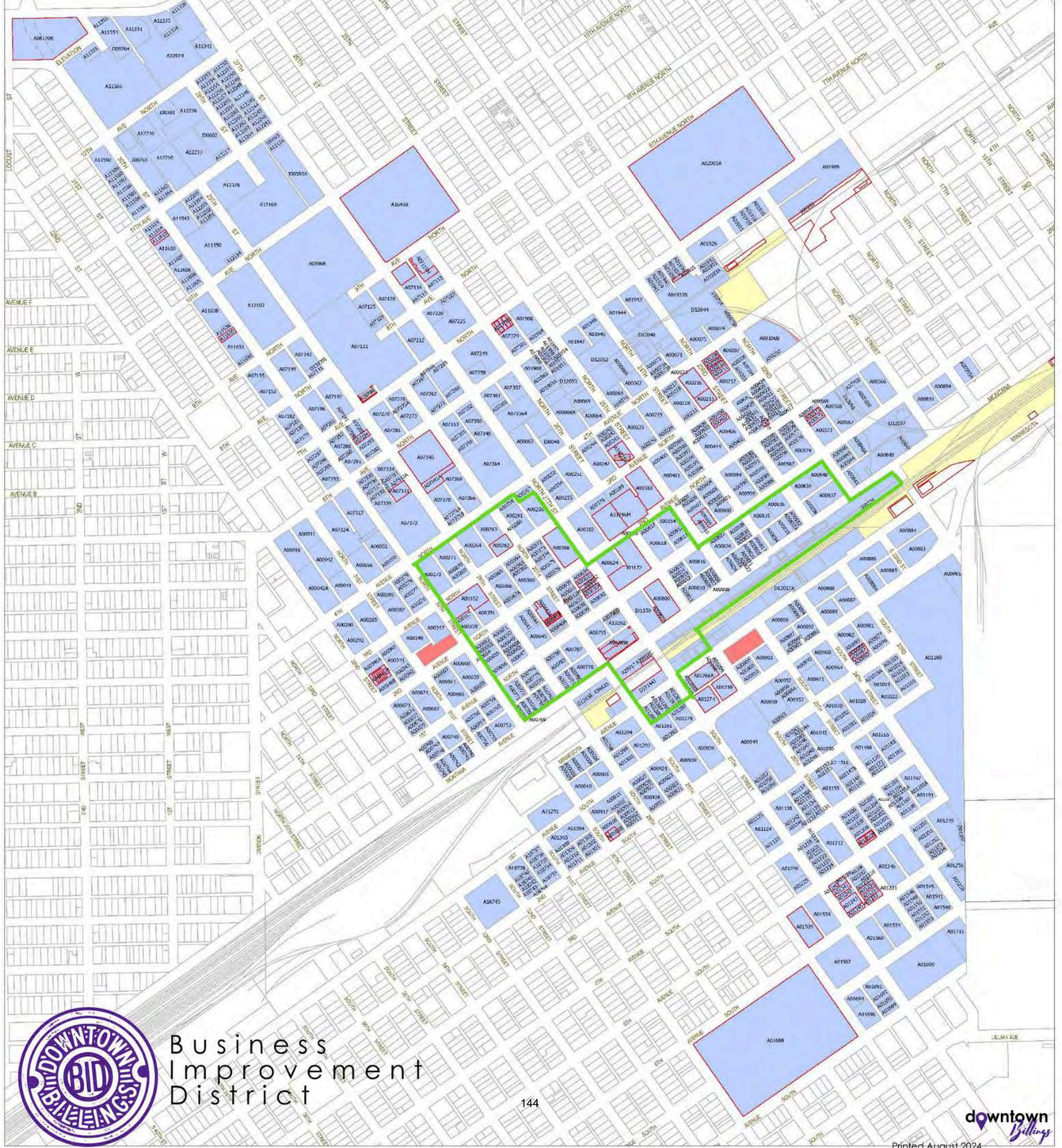






- Parades
- Alive After 5
- Strawberry Festival
- Chalk on the Walk
- Summer Stroll
- Harvest Festival
- Holiday Stroll
- First Fridays
- Mini-Golf Tournament

Community Engagement & Events Support



Business Improvement District

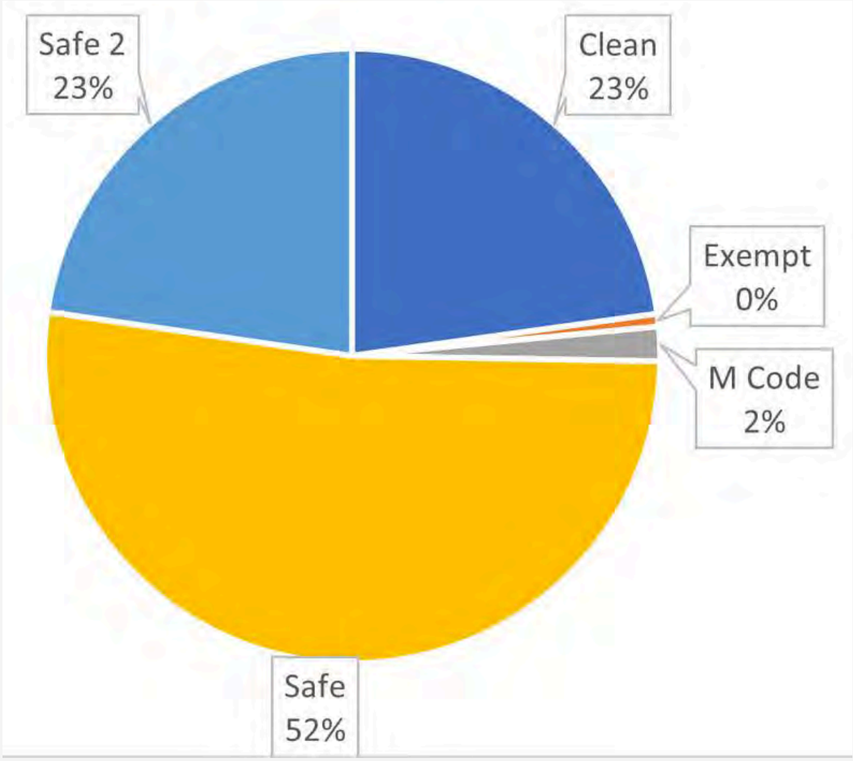
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BID Zone	Count of Zone
Clean	239
Exempt	7
M Code	19
Safe	545
Safe 2	238
Grand Total	**1048**

BID Zone	Total BID Assessment
Clean	$ 280,207.18
Exempt	$ -
M Code	$ -
Safe	$ 217,979.59
Safe 2	$ 90,751.37
Grand Total	**$ 588,938.14**



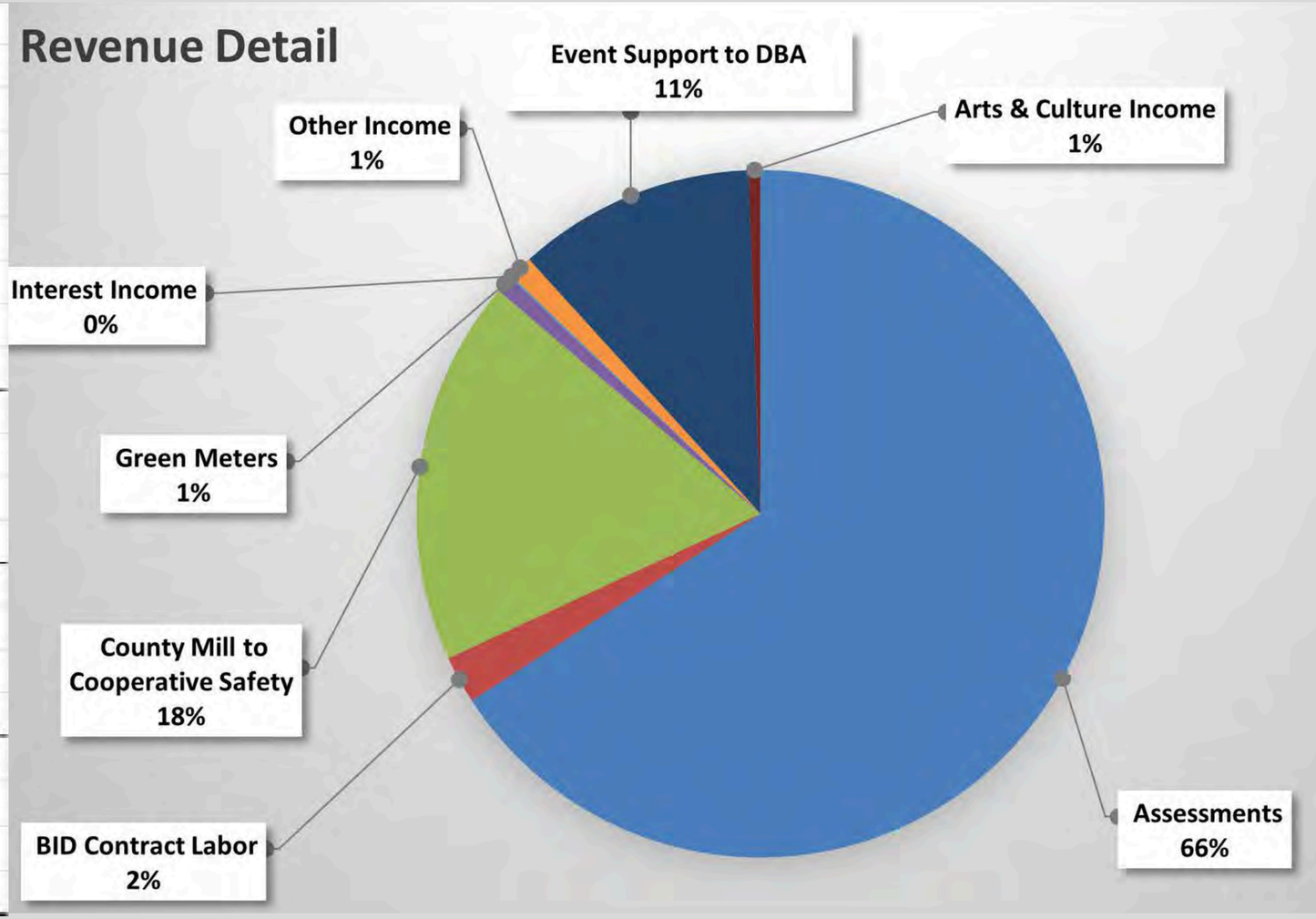


FY27 BID ASSESSMENT FORMULA

	Formula For FY27		Benfit Zones	Percentage of Benefits received	Total Assessment	Total Count
Lot Sq. Footage	$ 0.055		Clean Zone	100.00%	$280,207.18	239
All Taxable Value	$ 0.00040		Safe Zone 1	21.00%	$217,979.59	545
All Building sq. ft.	$ 0.028		Safe Zone 2	11.50%	$ 90,751.37	238
Admin Fee	$ 50.00		Safe Zone 3	3.00%	$ -	0
			Exempt/Other	100%	$ -	26
					$588,938.14	1048

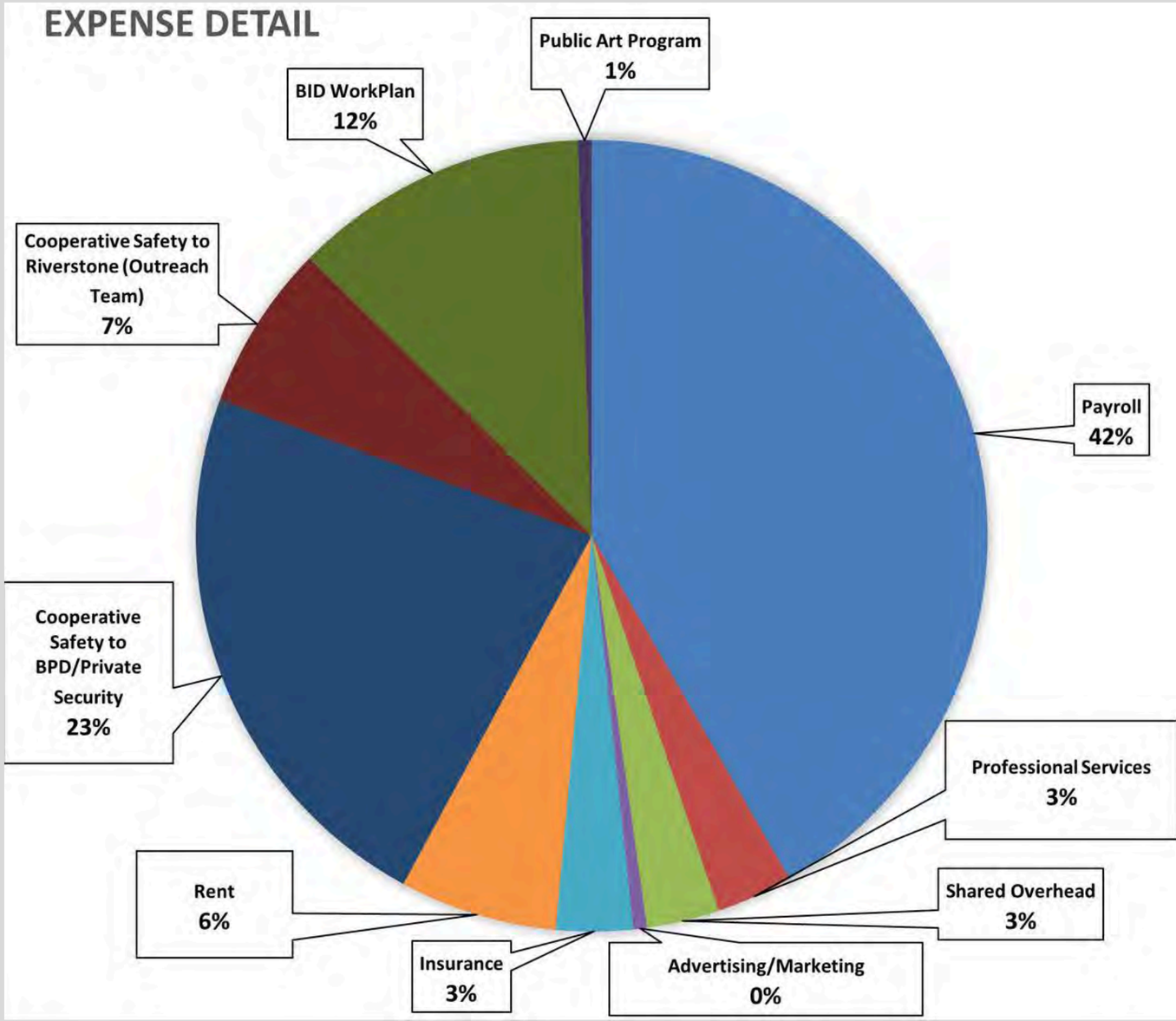
REVENUE DETAIL

Revenues		
BID Work Plan Income		
	Assessments	$ 588,938.14
	Delinquent Assessments	$ (5,889.38)
	BID Contract Labor	$ 20,000.00
	County Mill to Cooperative Safety	$ 162,230.00
	Green Meters	$ 7,500.00
	Interest Income	$ 600.00
	Other Income	$ 10,000.00
		$ 783,378.76
Event Income		
	Event Support to DBA	$ 100,000.00
		$ 100,000.00
Public Art Program		
	Arts & Culture Income	$ 5,000.00
		$ 5,000.00
	Total Revenue	$ 888,378.76



EXPENSE DETAIL

Expenses		
OPS Allocations		
	Payroll	$ 369,039.22
	Professional Services	$ 27,720.00
	Shared Overhead	$ 26,268.00
	Advertising/Marketing	$ 4,950.00
	Insurance	$ 27,720.00
	Rent	$ 57,003.54
		$ 512,700.76
Cooperative Safety to BPD/Private Security		$ 201,000.00
Cooperative Safety to Riverstone (Outreach Team)		$ 60,000.00
BID WorkPlan		$ 106,900.00
Public Art Program		$ 5,000.00
	Total Expenses	$ 885,600.76
	Net Revenue	$ 2,778.00





downtown Billings

Thank you for your support!





TOURISM BUSINESS IMPROVEMENT DISTRICT

FY27 STRATEGIC PLAN



MISSION STATEMENT

THE MISSION OF VISIT BILLINGS IS TO GENERATE ROOM NIGHTS FOR LODGING FACILITIES IN THE CITY OF BILLINGS BY EFFECTIVELY MARKETING THE REGION AS A PREFERRED TRAVEL DESTINATION.



In 2024, visitors spent approximately

$5 BILLION

while traveling in Montana, supporting businesses and communities across the state.



38K JOBS

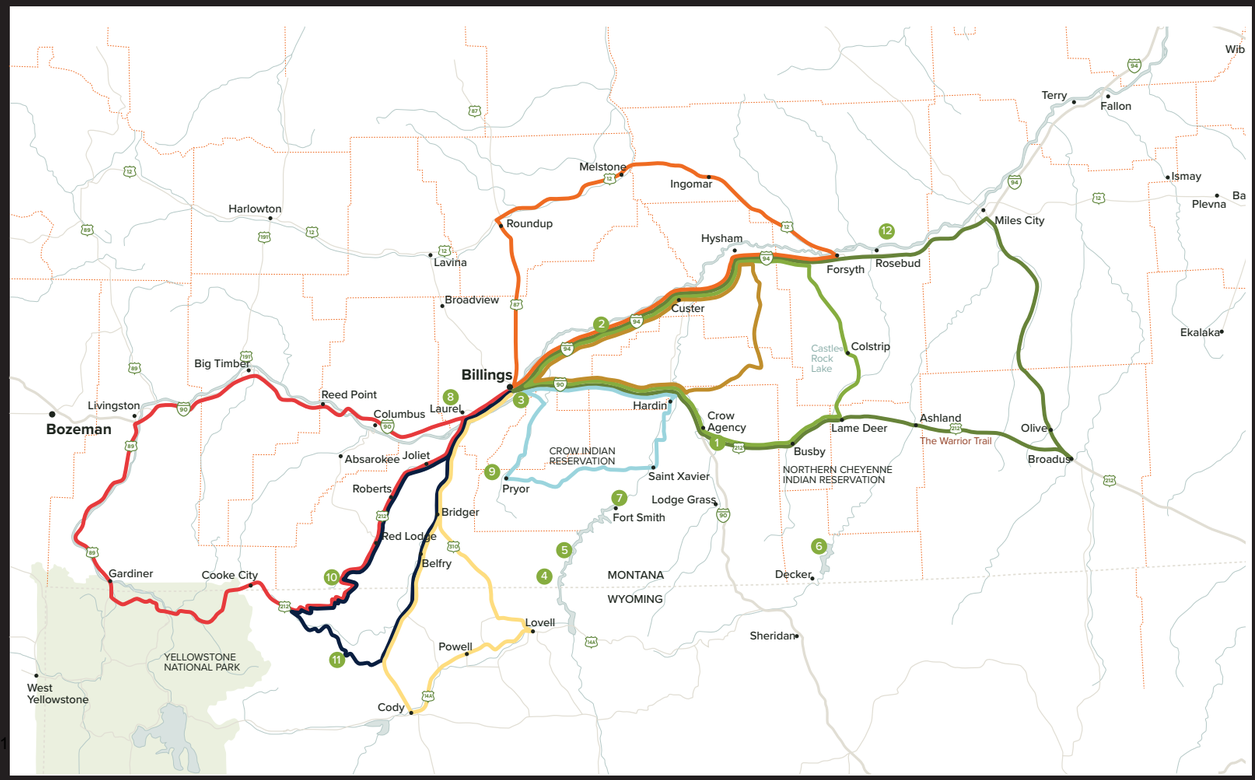
Non-resident travel supports nearly 38,240 jobs in Montana and lowers the tax burden on every Montana household an average of $680/year.

1 IN 15

Montana workers are supported by out-of-state travel and visitors generated more than $308 million in state and local taxes.



SCENIC LOOP ROADS



THE IMPORTANCE OF TOURISM IN BILLINGS

More than ever, it is essential to prioritize the continued growth of Billings' tourism industry.

As Montana's largest city under mighty big skies, Billings o□ers visitors something increasingly rare, an authentic Western destination where outdoor adventure, vibrant culture, and welcoming community intersect. As travel trends continue to evolve, Visit Billings remains focused on strengthening the city's position as a dynamic and accessible destination for leisure travelers, sporting events, meetings, and group travel.

The launch of the Visit Billings brand platform, **"Do Mighty Things,"** represents an important milestone for the destination and sets the tone for how Billings will tell its story moving forward. The brand celebrates the grit, independence, and spirit of the people who built this city, inviting travelers to discover a place where big skies inspire big experiences.

At the same time, Visit Billings continues to expand its leadership in sports tourism. The establishment of the Visit Billings Sports Authority and the growing collaboration among local sports organizations, facilities, and event organizers are creating new opportunities to host regional and national competitions that drive overnight visitation and economic impact.

Through the strategic investment of state lodging facility-use tax revenues and Tourism Business Improvement District funds, Visit Billings leads destination marketing and management e□orts designed to grow visitation while strengthening the visitor economy. These investments help support local restaurants, retailers, attractions, and small businesses while elevating Billings as a place where visitors, and residents, can experience the energy of a thriving Montana city.

Each year, Visit Billings refines its marketing strategies, sales initiatives, and visitor experience priorities to respond to the evolving travel landscape. In FY27, the organization will continue building on the momentum created by the destination's new brand, expanding sports tourism opportunities, strengthening partnerships across the community, and ensuring that Billings remains a welcoming and vibrant place to visit.

Together, these e□orts position Billings to continue doing what it has always done best, inviting visitors to discover new experiences and do mighty things in the heart of Big Sky Country.

WHAT IS TOURISM?

In the tourism industry, several terms are often used interchangeably. The United Nations Tourism Organization provides a clear definition that helps guide conversations among Destination Leadership Organizations and throughout this marketing plan.

Tourism is defined as a social, cultural, and economic phenomenon that involves the movement of people to places outside their usual environment for personal or business purposes. These travelers are referred to as visitors, which may include overnight tourists or day visitors. Tourism encompasses the activities visitors participate in during their stay, many of which involve spending within the destination.

WHAT DOES TOURISM LOOK LIKE IN BILLINGS?

In Billings, tourism takes many forms. Visitors travel to the city for vacations, weekend getaways, meetings and conferences, sporting events, medical appointments, and group tours. As Montana's largest city and a regional hub for commerce, healthcare, and transportation, Billings attracts travelers year-round for both leisure and business.

On average, Billings welcomes approximately 2.6 million visitors annually, generating roughly $621 million in visitor spending at local businesses including hotels, restaurants, retailers, attractions, campgrounds, outfitters, and tour providers (Destination Analysts).

Tourism growth in Billings also reflects broader travel trends across the state. According to the Institute for Tourism and Recreation Research (ITRR) at the University of Montana, 12.5 million visitors traveled to Montana in 2023, spending $5.45 billion statewide. As Montana's largest city and a regional hub for transportation, healthcare, and commerce, Billings is well positioned to responsibly welcome more visitors as the state's travel economy continues to grow.

As investments in sports tourism, outdoor recreation, air access, and destination experiences continue to grow, Billings is well positioned to responsibly welcome more travelers while strengthening the city's visitor economy.

WHAT DOES TOURISM MEAN FOR LOCAL RESIDENTS?

Tourism is not only important for visitors; it also provides measurable benefits for local communities.

According to the Institute for Tourism and Recreation Research (2024 Economic Contribution of Nonresident Travel in Montana), tourism remains one of Montana's most significant economic drivers. In 2024 alone, visitors spent approximately $5 billion while traveling in Montana, supporting businesses and communities across the state.

Statewide tourism impacts include:

- Tourism supports 38,240 Montana jobs
- 1 in 15 Montana workers are supported by travel and tourism
- Visitors generated more than $308 million in state and local taxes
- Tourism reduces the average tax burden for Montana households by approximately $680 per year

Visitor spending circulates throughout the economy, supporting hotels, restaurants, retail stores, outfitters, attractions, and transportation providers while creating employment opportunities across a wide range of industries.

For communities like Billings, tourism plays a vital role in sustaining small businesses, attracting new investment, and enhancing the experiences that make the city an exciting place to visit, and an even better place to live.

The strategic e□orts of Visit Billings outlined in this plan help strengthen the city's competitive position as a destination, support local businesses, and expand opportunities across the visitor economy. Just as importantly, tourism helps foster a vibrant community that residents are proud to call home, one where visitors and locals alike can experience the energy of Montana's largest city and do mighty things under big skies.

Sources: Destination Analysts. Billings Visitor Research Study, Institute for Tourism and Recreation Research (ITRR), University of Montana. Economic Contribution of Nonresident Travel in Montana, 2024, United Nations Tourism Organization (UN Tourism). Tourism Definitions and Concepts.

BILLINGS MONTANA

Located in southeast Montana, Billings is the largest city between Calgary and Denver, Spokane and Minneapolis, serving a regional trade area of more than 500,000 people. As Montana's largest city, Billings blends urban energy with the wide-open landscapes that define the American West. Set beneath the iconic Rimrocks and surrounded by expansive plains, rivers, and mountain ranges, Billings o□ers visitors a rare combination: a vibrant city experience with immediate access to some of the most remarkable landscapes and historic places in the country.

Within a short drive, travelers can explore Yellowstone National Park, the dramatic landscapes of Bighorn Canyon National Recreation Area, and the legendary Beartooth Scenic Byway, often called one of the most beautiful drives in America. Visitors also can experience important pieces of Western history at Pompeys Pillar National Monument, home to William Clark's historic 1806 signature, and Little Bighorn Battlefield National Monument, one of the most significant historic sites in the United States.

Billings is also a place where Montana's culture comes to life. A thriving downtown, locally owned restaurants and breweries, world-class outdoor recreation, and a growing arts and events scene create a destination that surprises visitors and inspires them to stay longer. Billings is not simply a place travelers pass through; it is a place to experience the best of Montana and the American West.

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BILLINGS TOURISM BUSINESS IMPROVEMENT DISTRICT BOARD OF DIRECTORS

JEFF SCHOENHARD - Kelly Inn Hotels

JOE STUDINER - Erck Hotels

GEORGE MARAGOS - Northern Hotel

JORDAN CLAYTON - Home2 Suites by Hilton

SHELLI MANN - Boothill Inn & Suites

STEVE WAHRLICH - Best Western Plus Clocktower Inn & Suites

JASE MURI - Billings Hotel and Convention Center

HEATHER MCDOWELL – Sibanye Stillwater – Chamber Liaison

BILLINGS CHAMBER/CVB EXECUTIVE COMMITTEE:

JESS PETERSON - Western Skies Strategies

TOBY O'ROURKE - Kampgrounds of America

MATT BLAKESLEE - Art House Cinema & Pub

BRYCE TERPSTYA - Jones Construction

NICK STEEN - Walkers

CAROLEE MCCALL SMITH - McCall Homes

DEBBIE POTTER - Eide Bailly

THE VISIT BILLINGS TEAM

ALY EGGART, MSPR, CATP
Executive Director, (Billings TBID & Billings CVB)
Visit Billings

POLLY MULVANEY, PDM, CATP
Group Sales Manager
Visit Billings

JOHN BREWER, CAE, CATP
President & CEO
Billings Chamber of Commerce

MARYA PENNINGTON, PDM, CATP
Marketing Director
Visit Billings

MADDIE MALMSTROM, PDM, CATP
Content Coordinator
Visit Billings

MEGAN STEVENSON, CATP
Finance Director
Billings Chamber/Visit Billings/Visit Southeast Montana

CASEY CONLON, PDM, CATP
Sports Tourism Director
Visit Billings

KYRA COUSINS, PDM, CATP
Visitor Services Manager
Visit Billings

VISIT BILLINGS

Visit Billings is the o□cial destination leadership organization for Billings, Montana, responsible for promoting the city as a premier travel destination and strengthening the local visitor economy.

The Visit Billings brand represents the combined e□orts of the Billings Tourism Business Improvement District (BTBID) and the Billings Convention and Visitors Bureau (BCVB). Visit Billings operates in partnership with the Billings Chamber of Commerce to support the growth of tourism and the visitor economy in Billings, Montana.

Through strategic sales and marketing strategies, the Visit Billings team works to attract leisure travelers, meetings and conferences, sporting events, and group tours to the region.

The organization's primary mission is to generate overnight stays and economic impact for the city's lodging partners while supporting the broader visitor economy, including local restaurants, retailers, attractions, and small businesses that help define the Billings experience.

As Billings' destination leadership organization, Visit Billings collaborates with community partners, tourism stakeholders, and local businesses to elevate the city's profile, strengthen the tourism industry, and ensure Billings remains a welcoming and vibrant place to visit.

WHAT IS A DLO?

As Billings' destination leadership organization (DLO), Visit Billings serves as a driving force behind the city's visitor economy and the broader vitality of the community.

Destination leadership organizations exist to promote places, grow visitation, and strengthen the industries that support travel. Through strategic planning, marketing, destination stewardship, and long-term initiatives such as air service development and event recruitment, DLOs help communities attract visitors while enhancing the experiences that make those destinations vibrant places to live.

For Billings, the Visit Billings team works as an extension of its tourism stakeholders, particularly the city's lodging partners, providing sales support, marketing expertise, and visitor services that help grow overnight stays and strengthen the local hospitality industry.

But a DLO's role goes far beyond tourism promotion. As Destinations International's former Chair Maura Gast (Visit Irving, Texas) famously stated in her "If You Build a Place" speech:

"If you build a place where people want to visit, you'll build a place where people want to live. If you build a place where people want to live, you'll build a place where people want to work. If you build a place where people want to work, you'll build a place where business wants to be. And if you build a place where business wants to be, we'll be back to building a place where people want to visit. It all starts with the visit, and that visit doesn't happen without us."

This philosophy reinforces the idea that destination organizations help shape the trajectory of a community, not just its tourism industry.

In 2023, Destinations International introduced the Community Vitality Wheel, a model that illustrates how destination organizations influence a city's overall health and growth. Through brand leadership, destination development, strategic investment, and promotion, DLOs help energize the cycle that makes a community more vibrant and competitive.

THE WORK OF A DESTINATION ORGANIZATION

1. VISIT

If you built a place where people want to visit, then you have built a place whewre people want to live.

2. LIVE

And if you built a place where people want to live, then you have built a place where people want to work.



4. INVEST

And if you built a place where business and residents will invest, then you have built a place where people will want to visit.

3. WORK

And if you built a place where people want to work, then you have built a place where business and residents will invest.

DESTINATIONS INTERNATIONAL

Visit Billings plays an active role in keeping that momentum moving forward. By attracting visitors, supporting events, strengthening the city's brand, and partnering with local organizations, Visit Billings helps fuel the experiences, businesses, and cultural assets that make Billings a place people want to visit, and a place residents are proud to call home.

Visit Billings plays a critical role in elevating the city's presence on both domestic and international stages, driving tourism across the leisure, meetings and conventions, group tour, and sporting events markets. As Billings' destination leadership organization, Visit Billings increases awareness of the destination by engaging with meeting and conference planners, sports event organizers, media, consumers in key drive and flight markets, and tour operators.

Under the leadership of the Billings Tourism Business Improvement District (BTBID) Board of Directors, and the Billings Convention and Visitors Bureau, in partnership with the Billings Chamber of Commerce, the State of Montana, the City of Billings, and other community partners, the Visit Billings team executes strategic, research-driven sales and marketing strategies designed to grow visitation and strengthen the visitor economy.

These e□orts highlight the experiences that make Billings unique - from outdoor recreation and breathtaking landscapes to a thriving arts and culture scene, locally owned restaurants and breweries, and a growing calendar of local events. Visitors are drawn to iconic destinations such as Little Bighorn Battlefield National Monument, the legendary Beartooth Scenic Byway, and Yellowstone National Park, while Billings' meeting venues and expanding sports facilities position the city as an ideal location for events that generate economic impact and community engagement.

While attracting new visitors to Billings is essential, fostering repeat visitation is equally important. A positive and memorable visitor experience encourages travelers to return and recommend Billings to others.

Visit Billings supports this e□ort by strengthening in-market hospitality and community awareness of the visitor economy. Programs such as the Visit Billings Trail Guides initiative help equip frontline hospitality workers with the knowledge and tools needed to share the story of Billings and create meaningful visitor experiences. Visit Billings also supports accessibility and inclusion initiatives that help ensure all visitors feel welcome when exploring the destination.

By celebrating diversity and educating residents about the value of tourism, Visit Billings strengthens community pride and promotes a welcoming and inclusive destination worthy of repeat visitation.

In some parts of Montana, concerns about over-visitation dominate conversations about tourism. In Billings, however, the visitor economy thrives alongside a business community that welcomes and values what visitors bring to the city. With strong capacity across accommodations, dining, attractions, and event facilities, Billings is well positioned to continue growing visitation while maintaining the authentic hospitality that defines the community.

Through thoughtful destination leadership and strategic marketing, Visit Billings works to ensure that every visitor experiences the spirit of Montana's largest city, and discovers why Billings is a place worth returning to.

FUNDING

Visit Billings' work is made possible through a combination of local tourism investment and statewide lodging taxes.

The primary funding source is the Billings Tourism Business Improvement District (BTBID), which assesses $4.00 per occupied room per night on hotels and motels in the city of Billings with six (6) or more sleeping rooms. These funds are collected locally and reinvested directly into marketing and promotion e□orts designed to grow visitation and strengthen the visitor economy in Billings.

In addition to the BTBID, the State of Montana imposes two taxes on overnight lodging stays including hotels, motels, campgrounds, guest ranches, and short-term rentals. These taxes are collected by lodging facilities and remitted to the Montana Department of Revenue.

4%	+	4%	=	8%
LODGING FACILITY USE TAX		LODGING FACILITY SALES TAX		STATEWIDE LODGING TAX



$4 **Tax Per Occupied Room**

8% **Combined Lodging Tax**

A portion of these revenues supports tourism promotion and destination development across Montana through the Montana O□ce of Tourism and regional tourism organizations. The remaining revenues are deposited into the Montana General Fund, helping support statewide services and programs that benefit residents across the state.

Through these combined investments, tourism not only supports local communities like Billings, but also contributes to the broader economic health of Montana.



Visit Billings serves as the backbone of the city's tourism industry, driving visitation, supporting local businesses, and strengthening the visitor economy.

ABOUT BILLINGS

Billings is Montana's largest city, born from a land of big dreams, big history, big adventure, and big opportunity. Set beneath the ancient sandstone Rimrocks and alongside the Yellowstone River, Billings blends authentic Western character, deep heritage, and modern energy in a way that is distinctly its own.

As the county seat of Yellowstone County and a regional hub for commerce, healthcare, education, agriculture, and tourism, Billings plays an important role in the life of Montana and the surrounding region. Founded in the 1880s during the expansion of the Northern Pacific Railroad, the city quickly earned the nickname Magic City for its remarkable growth. That bold spirit still defines Billings today, where genuine people, vibrant neighborhoods, and unforgettable Montana experiences come together to create a place full of possibility.

The Rimrocks help define Billings at first glance. Rising above the city in dramatic sandstone cli□s, these iconic formations create the kind of natural backdrop that makes Billings feel both grounded in history and wide open to adventure.

From overlooks at Four Dances National Recreation Area, Zimmerman Park, Swords Rimrock Park, and the Skyline Trail, visitors can take in sweeping views of the city, the Yellowstone Valley, and the wide-open Montana landscape beyond. On clear days, the horizon stretches to distant mountain ranges including the Bighorn, Pryor, and Beartooth Mountains, with glimpses of the Crazy, Big Snowy, and Bull Mountains in the distance.

The Rimrocks are more than a scenic landmark, they are part of what gives Billings its bold sense of place and unmistakable connection to the outdoors.

Billings brings together culture, flavor, and energy in a way that feels both distinctly Montana and entirely its own. From the walkable downtown core to vibrant neighborhoods throughout the city, visitors discover a destination rich in local character, creativity, and connection.

The Billings Brew Trail o□ers a true taste of place, while the city's dining scene ranges from elevated fine dining to global flavors and inventive local favorites, including creations from chefs and establishments that have earned James Beard recognition.

Visitors can explore art galleries, museums, historic landmarks, live music venues, and performing arts theaters that reflect both Western heritage and contemporary creativity. Throughout the year, public events, festivals, and community gatherings bring residents and visitors together, creating an atmosphere that is welcoming, energetic, and authentically local.

In Billings, Montana's largest city, urban energy meets wide-open landscapes, creating a destination where history, creativity, and adventure come together under big skies.

DESTINATION MT & MARKETING MONTANA

Destination MT is the o□ce of tourism for the State of Montana. Under Department of Commerce leadership, the Destination MT team markets Montana as part of a cohesive Montana brand that also works to sustain and grow Montana's economy. From marketing strategies including promotional campaigns, and major programs like Made in Montana and the Montana Film O□ce, the Destination MT sta□ creates awareness about the state as a place to visit and do business.

HOW WE MARKET

E□ective destination marketing is about more than promotion; it's about shaping awareness, influencing travel decisions, and supporting memorable visitor experiences from the moment inspiration begins to the moment a traveler returns home.

Visit Billings approaches destination marketing through four interconnected strategies: Inspire, Orient, Facilitate, and Amplify. Together, these e□orts guide travelers from initial awareness to meaningful experiences in Billings while strengthening the city's reputation as a destination worth visiting, and revisiting.

INSPIRE

Just as Destination Montana inspires travelers to explore the state, Visit Billings inspires travel specifically to Billings.

Through strategic storytelling, brand marketing, media relations, digital advertising, and partnerships with regional and national travel organizations, Visit Billings introduces potential visitors to the experiences that make the city unique. Campaigns highlight the energy of Montana's largest city, from outdoor adventure beneath the Rimrocks to vibrant arts, dining, sports, and cultural experiences.

By reaching audiences in key drive and flight markets, Visit Billings encourages travelers to see Billings not just as a stop along the way, but as a destination where Montana experiences begin.

ORIENT

Inspiration is only the first step. Once travelers begin planning their trip, Visit Billings helps them move from interest to action.

Through destination guides, digital content, itinerary ideas, and direct engagement with travel planners, Visit Billings shows visitors why Billings fits into their travel plans and how to build it into leisure trips, sporting events, business travel, meetings and conferences, and group tour itineraries.

This stage helps travelers understand the full range of experiences available, from iconic landmarks and outdoor recreation to local culture, dining, and community events.

FACILITATE

Once visitors arrive, the experience they have in Billings becomes the most powerful marketing of all.

Visit Billings works alongside hospitality partners, community organizations, and local businesses to support a welcoming and memorable stay. From visitor information services and hospitality education programs to partnerships that strengthen the overall visitor experience, these e□orts help ensure guests feel welcomed, connected, and inspired while exploring the destination.

A positive visitor experience not only encourages repeat visitation, it also strengthens the reputation of Billings as a place worth sharing with others.

AMPLIFY

Today's visitors don't just experience destinations, they share them.

Through social media, travel reviews, word-of-mouth recommendations, and digital storytelling, visitors naturally extend the reach of Visit Billings' marketing e□orts. Every memorable experience becomes an opportunity for travelers to amplify the story of Billings to friends, family, and future visitors.

By creating experiences worth sharing, Visit Billings helps turn visitors into advocates, expanding awareness of the destination and inspiring the next wave of travelers to discover Montana's largest city.



2025 KEY BUSINESS METRICS

TOURISM CONTINUES TO PLAY A MEANINGFUL ROLE IN BILLINGS' ECONOMY, SUPPORTING LOCAL BUSINESSES, CREATING JOBS, AND CONTRIBUTING TO THE VIBRANCY OF THE COMMUNITY. UNDERSTANDING HOW THE DESTINATION PERFORMS WITHIN THE BROADER TRAVEL LANDSCAPE HELPS GUIDE VISIT BILLINGS' MARKETING STRATEGIES AND INVESTMENT PRIORITIES.

	Occupancy	Avg Daily Rate	RevPAR
Winter	46.1%	$113.68	$52.41
Spring	63.0%	$125.96	$79.34
Summer	66.2%	$134.28	$88.88
Fall	47.2%	$111.31	$52.49

VISITOR SPENDING & ECONOMIC IMPACT

Billings welcomes an estimated **2.6 million visitors annually,** generating approximately **$621 million in visitor spending** at local businesses. These dollars circulate throughout the community, supporting hotels, restaurants, retailers, attractions, outfitters, transportation providers, and a wide range of small businesses that help shape the Billings experience.

Because Montana does not have a statewide sales tax, measuring visitor spending can be complex, particularly when travelers stay in short-term rentals, with friends and family, or visit for day trips. Even so, research consistently shows that visitor spending plays a significant role in strengthening Billings' local economy and supporting jobs across multiple industries.

Billings' lodging sector continued to demonstrate resilience in 2025. Local hotels sold approximately 1,007,398 room nights, representing a 2.4% increase in demand compared to 2024.

At the same time, the destination experienced growth in hotel supply, with available room nights increasing 7.6% year over year to more than 1.8 million available rooms. As a result, occupancy shifted from 58.5% to 55.7%, while average daily rate (ADR) moved from $131.05 to $122.88. These trends highlight the importance of continuing to drive demand during need periods, encourage longer stays, and attract visitors who contribute strong economic impact across the community.

LODGING PERFORMANCE

ANNUAL OCCUPANCY: 55.7%

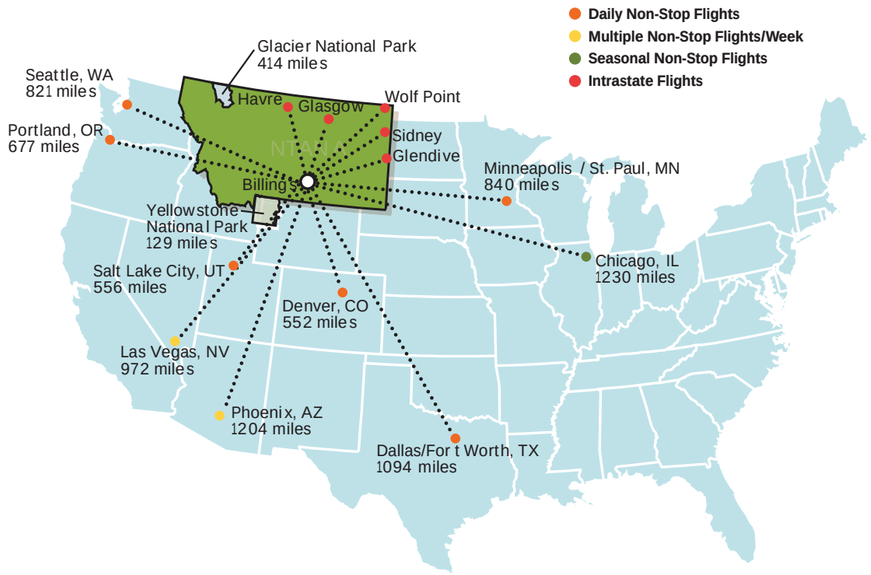
ANNUAL ADR: $122.88

ANNUAL REVPAR: $68.46

AIR ACCESS & REGIONAL CONNECTIVITY

514,497 ENPLANEMENTS + 512,114 DEPLANEMENTS = 1.026M PASSENGERS

**Billings Logan International Airport recorded an increase of approximately 4.7% passengers year over year.*



As the largest airport in eastern Montana and northern Wyoming, Billings serves as a critical access point for both business and leisure travelers. Strong air connectivity supports the destination's ability to attract meetings and conventions, sporting events, and visitors traveling from key flight markets across the country.

2.6M VISITORS ANNUALLY

$621M VISITOR SPENDING

1,007,398 HOTEL ROOM NIGHTS SOLD

38K+ MONTANA TOURISM JOBS

$308M STATE AND LOCAL TAXES GENERATED

2025 KEY PERFORMANCE METRICS

2025 NATIONAL CAMPAIGN



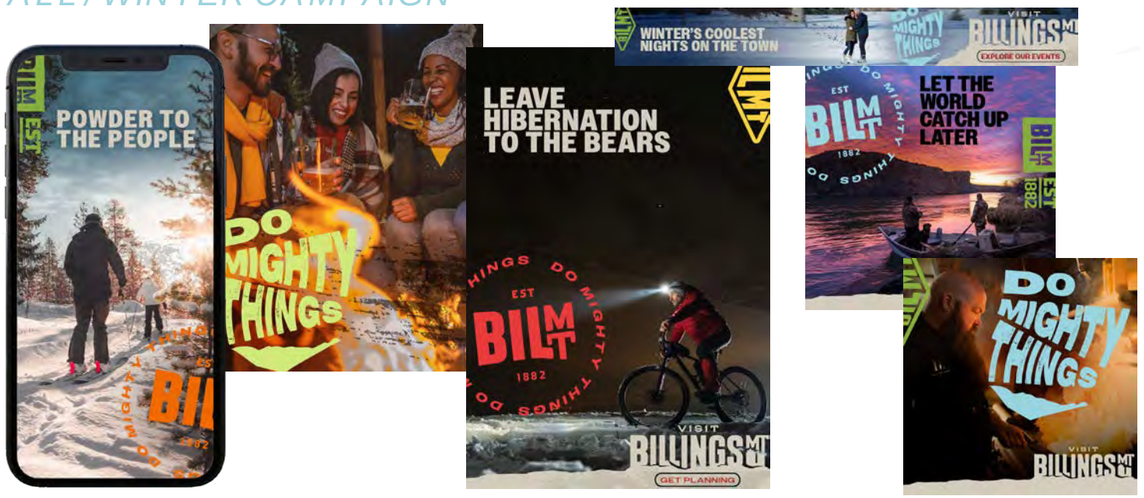




YouTube delivered over **1.3M impressions** with over **414,418 people** who completed videos views.

WEBSITE TRAFFIC	IMPRESSIONS	ACTIVITIES GENERATED	SEARCH CLICK THROUGH RATE (CTR)	DIGITAL OUT-OF-HOME IMPRESSIONS DELIVERED
520K	63.5M+	547K	11.2%	4.4M
				1.8M from Chicago alone, attributing to United having a 95% load

FALL / WINTER CAMPAIGN



IMPRESSIONS	WEBSITE ACTIVITIES	VIDEO VIEW RATE	SEARCH CLICK THROUGH RATE (CTR)
251M	255K	4615%	15.3%



WEBSITE

WEBSITE TRAFFIC	SESSION DURATION	CLICKS TO PARTNER PAGES	VISITOR GUIDE VIEWS	VISITOR GUIDE REQUESTS	ENEWSLETTER SIGN-UPS
836K+	1:04	34.4K	7.4K	919	335
	Up 8.3%	Up 334.1%			

TOP ONLINE MARKETS FOR WEBSITE VISITATION

CHICAGO 53.6K DALLAS 44.7K
SEATTLE 40.4K PHOENIX 38.9K
DENVER 32.7K

Outreach generated more than **13 million media impressions** and an earned **media score of 76** (goal was 70).

PUBLIC RELATIONS

Highlights included:

- Placements in *Travel & Tour World* and *eTourism Summit's* newsletter, the latter which included information about the new destination branding as well as quotes from Visit Billings.
- Planning an earned media tour based on the *Do Mighty Things* brand for journalists representing publications such as *Outside, National Geographic Traveler, Travel + Leisure* and *Lonely Planet.*
- Established relationships with key national and interest-specific journalists and influencers to cultivate future earned media results.

NICHE AUDIENCES





Montana Marathon - Social Media & Display

DRIVE MARKET CLICKS GENERATED	FLY MARKET CLICKS GENERATED	"REGISTRATION" BUTTON CLICKS
9,665	9,227	10,508

James Beard Nominees - Social Media

USERS REACHED	ENGAGEMENTS	REACTIONS	COMMENTS	SHARES
81.9K	19.2K	551	32	30

TRAVEL TRENDS 2026

As Americans head into 2026, travel is guided more by intention than impulse. Trips remain important, but travelers are making deliberate choices, managing budgets carefully, and keeping expectations realistic. For travel brands and destinations, success will come from appealing to this mindset: o□ering value, meaningful experiences, and thoughtful options that match travelers' more focused priorities.

American travelers remain cautious about their financial future despite easing recession fears, with only a third feeling better o□ than a year ago and optimism still below early 2025 levels. Yet travel remains a high priority - nearly six in ten see now as a good time to spend, and average annual leisure budgets have reached a record $6,453 - reflecting a deliberate but strong motivation to explore. Travelers are favoring slower, more immersive trips, often focusing on single destinations, local experiences, and o□-the-beaten-path locales, even as political dynamics increasingly influence comfort with certain destinations. (*State of the American Traveler,* Feb 2026, *Future Partners*)

Future Partners found that foodie trips have become so much more than a trend - they have become an undeniable way of travel. Culinary travel "holds high appeal among 62.8% of American travelers and is most appealing among Millennials (72.6%).

Further, "millennials are generally more likely than other age groups to find di□erent types of travel appealing, but particularly:

64.7%
SLOWCATIONS
Extended, slower-paced trips focused on relaxation

61.1%
EXPERIENTIAL TRAVEL
Immersive, hands-on experiences that connect travelers with a destination's culture, history, or environment

61.1%
NOCTOURISM
Destinations chosen for their nighttime appeal such as stargazing, dark-sky parks, night safaris, or late-night cultural/ urban experiences.

WELLNESS IS DRIVING DECISION-MAKING FOR YOUNGER TRAVELERS

"Wellness isn't optional for younger travelers: With over 70% of Millennials prioritizing well-being in travel and more than half actively planning wellness-focused trips, marketing must speak to this motivation," according to Future Partners which is studying the relationship between day-to-day stress, mental wellness, and travel as part of *The State of the American Traveler* study. "When asked how important it is that their leisure trips support their physical, mental, or spiritual well-being, over seven in ten (71.7%) Millennial travelers said leisure travel is important - versus 61.1% of Boomers. These younger travelers are also taking action: more than half of both Gen Z (52.6%) and Millennials (52.6%) say they often or always plan leisure trips specifically to help manage their well-being."

HANDS-ON, AUTHENTIC EXPERIENCES

In 2026, U.S. travel is tapping into a deep desire for authentic, human-centered experiences, amplified by landmark anniversaries like the country's 250th birthday and Route 66's centennial. Travelers are seeking "real" connections - slower, immersive trips that go beyond tourist checklists to meet local people, explore heritage, and experience culture firsthand. From craft beer making, live music, and rodeos to personal interactions that AI cannot replicate, the emphasis is on meaningful engagement, learning, and shared experiences. This trend reflects a growing appetite for authenticity in an era of digital manipulation, social media fatigue, and AI-driven content, highlighting why trusted travel advisors and hands-on experiences are more valuable than ever. (*U.S. Travel*)

NATURE TRAVEL

Nature-based travel is emerging as a defining trend for American travelers in 2026, reflecting a shift toward rest, wellness, sustainability, and meaningful experiences over traditional city sightseeing or luxury stays. Americans are increasingly seeking immersive outdoor adventures - such as hikes, farm stays, forest retreats, and glamping - that o□er mental and physical restoration while connecting them to local communities and landscapes. This shift aligns with broader sustainable tourism goals, supporting conservation, rural economies, and authentic cultural engagement. From national and state parks to hybrid cultural-nature experiences, travelers are prioritizing destinations where the environment itself becomes the central experience, demonstrating that nature-first travel is no longer a niche choice but a core part of modern vacation priorities. (*Travel and Tour World*)

SPORTS

Sports travel is growing in popularity. Fans want more than stadium lights; they're after authentic local experiences, cultural traditions and real community connections. 57% of travelers say they're likely to attend a local sporting event while on vacation. This jumps to 68% for Gen Z and Millennials. Banana Ball was one of the top sporting events fans were interested in with its high energy, making these experiences feel more meaningful, memorable and uniquely tied to a place. (*Future Partners*)

AI AND POLITICS

AI will continue to shape travel in 2026, according to nearly two-thirds of American travelers. More than two-thirds (68.4%) expect AI-powered dynamic pricing to become more common, while 65.2% say AI tools for trip planning will grow significantly in popularity.

Opinions are more divided when it comes to politics. However, fewer than half (49.6%) think travelers will actively choose or avoid destinations based on their personal political beliefs - suggesting concern without full behavioral shift. (*Future Partners*)





WHAT IMPACTS TRAVEL DECISIONS

INDUSTRY TRENDS: HOW MEDIA DRIVES TRAVEL DECISION

Goodway Group's research aggregation tool, Waldo, found that digital and social media platforms are major drivers of travel inspiration, destination discovery, and even bookings. These trends highlight the importance of continued investment in platforms like Meta, TikTok, YouTube, Pinterest, and search-based channels.

Research indicates that visual media exposure - including social media and traditional media like TV and movies - plays a significant role in travel decision-making. In a broader survey, 52% of U.S. consumers said they would consider visiting destinations featured in film or TV content. This increases to 82% for Gen Z and Millenials, according to Goodway Group. This reinforces the idea that destination media exposure, whether through user-generated social posts, influencer content, or broadcast media, contributes to travel demand, particularly for culturally relevant or pop-culture-linked regions.

In addition:

60% of Gen Z cite Instagram as their top travel inspiration source, while **33%** of Millennials use it for planning.

TikTok also has **60%** of Gen Z using it as a search engine for trip ideas with **40%** booking a vacation directly from its content.

YouTube comes in third with **54%** using it for travel inspiration and it is strong across all demographics.

Overall, 80% of travelers say social media actively influences the destinations or experiences they book.

Further AI has become the new planning layer between inspiration and booking. Social media sparks the desire, and then AI validates it. This creates a "scroll - plan - book" loop. Approximately 91% of global travelers now use AI as a travel planning tool for research, translation, itineraries and budgeting, according to Goodway Group.

What this means is an integrated funnel remains critical. Social and video spark travel inspiration, while search and tools like PMAX capture the resulting intent, making a balanced media mix essential for converting interest into visitation. To track and measure campaigns. Visit Billings sta in partnership with agency colleagues monitor the following data: Smith Travel Research (for demand, occupancy and ADR), TBID Assessments, Collections from State Lodging Facility Use Tax, Destinations International Economic Impact Calculators, AirDNA data, Future Partners and other travel sources reporting.

FY27 PRIORITIES

Growing visitation remains Visit Billings' highest priority. Through strategic marketing, sales e□orts, and strong community partnerships, Visit Billings works to increase demand for Billings' lodging facilities and strengthen the visitor economy.

When visitation grows, the benefits extend throughout the community. Restaurants, retailers, attractions, and hospitality businesses experience increased activity, supporting jobs, local investment, and new opportunities across the region.

Visit Billings' FY27 priorities focus on driving visitation across all major travel segments, including leisure travel, sports tourism, meetings and conventions, and group tour travel, while continuing to enhance the visitor experience and strengthen Billings' long-term competitiveness as a destination.



FOSTER VISITOR GROWTH

INCREASE LEISURE VISITATION THROUGH TARGETED MARKETING CAMPAIGNS IN KEY DRIVE AND FLIGHT MARKETS.

ENHANCE THE VISITOR EXPERIENCE BY SUPPORTING A WELCOMING DESTINATION ENVIRONMENT AND STRENGTHENING HOSPITALITY PARTNERSHIPS.

ADVANCE SPORTS TOURISM SALES AND SUPPORT, BUILDING ON THE MOMENTUM OF NEW FACILITIES AND EXPANDING EVENT OPPORTUNITIES.

SUPPORT AIR SERVICE DEVELOPMENT BY PARTNERING WITH BILLINGS LOGAN INTERNATIONAL AIRPORT AND REGIONAL STAKEHOLDERS TO MAINTAIN AND EXPAND FLIGHT CONNECTIVITY.

GROW GROUP TOUR TRAVEL BY STRENGTHENING RELATIONSHIPS WITH TOUR OPERATORS AND TRAVEL PLANNERS.

RECRUIT MEETINGS AND CONFERENCES THAT GENERATE OVERNIGHT STAYS AND ECONOMIC IMPACT.





INCREASE LEISURE VISITATION

Leisure travel remains a cornerstone of Billings' visitor economy, supporting lodging properties while driving activity across restaurants, retailers, attractions, events, and cultural experiences throughout the city.

Visit Billings focuses on attracting leisure travelers through targeted regional and national marketing e□orts designed to inspire exploration of Montana's largest city. Campaigns reach travelers across multiple segments, from road trippers and outdoor adventurers to history enthusiasts, arts and culture explorers, and culinary travelers seeking authentic Western experiences.

Through strategic storytelling and digital engagement, Visit Billings highlights the experiences that make Billings distinctive. Marketing e□orts showcase the city's vibrant downtown, thriving culinary scene, outdoor recreation beneath the Rimrocks, and the local personalities who shape the character of the community. By presenting Billings as a place where authentic Montana experiences meet urban energy, Visit Billings works to inspire travelers to include the destination in their plans, and to stay longer once they arrive.

Billings' location along the I-90 and I-94 corridors also positions the city as a natural stop for travelers exploring the broader Northern Rockies. Visitors traveling between destinations such as Yellowstone National Park, the Black Hills, and the Badlands often pass through Billings, creating an opportunity to convert pass-through travelers into overnight guests.

By strengthening destination storytelling, expanding digital reach, and promoting compelling itineraries, Visit Billings will continue to elevate leisure visitation while encouraging travelers to experience more of what makes Billings unique. These e□orts help ensure that leisure travel remains a powerful driver of economic activity and community vitality in Billings.

THE VISITOR EXPERIENCE

An exceptional visitor experience is one of the most powerful drivers of repeat visitation. When travelers feel welcomed, connected, and inspired during their time in Billings, they are more likely to extend their stay, return in the future, and share their experiences with others.

For Visit Billings, the visitor experience begins long before a traveler arrives; it starts with a community that understands and embraces the value of tourism. Educating residents and local businesses about Billings as a destination helps ensure visitors are greeted with the warmth, knowledge, and hospitality that define the city. E□orts such as local tourism education campaigns and National Travel & Tourism Week help strengthen this connection by celebrating the people and businesses who contribute to Billings' visitor economy.

Visit Billings enhances the visitor experience through programs such as the Billings Trail Guides initiative and Meet the Locals, which highlight the people, places, and stories that make Billings unique. These e□orts strengthen local knowledge, empower hospitality partners, and help visitors connect more deeply with the destination.

Creating a welcoming destination also means ensuring that Billings continues to grow as an accessible and inclusive place for all travelers. Visit Billings works alongside community partners and local businesses to support accessibility initiatives and promote a destination where visitors of all backgrounds and abilities feel comfortable exploring and experiencing the city.

Visitor experience is also critical to the success of sports events, meetings, and conferences hosted in Billings each year. Visit Billings provides event support services including hosted site visits, registration assistance, city and regional tour planning, grant and incentive coordination, and confidential hotel sourcing. These services help meeting planners and tournament organizers deliver successful events while creating positive experiences for attendees.

By prioritizing hospitality, accessibility, and strong community engagement, Visit Billings helps ensure that every visitor leaves Billings with a memorable experience, and a reason to return.



ADVANCE SPORTS SALES & SUPPORT

Sports tourism continues to be one of the fastest-growing segments of the visitor economy in Billings, bringing athletes, teams, families, and fans to the city while generating significant economic impact for local lodging properties, restaurants, retailers, and attractions.

Visit Billings is focused on strategically positioning the city as a competitive and growing sports destination. By targeting events that align with Billings' facilities, accessibility, and hospitality infrastructure, the organization works to attract tournaments, championships, and sporting events that generate overnight stays and meaningful economic impact.

In recent years, the city's sports tourism e□orts have gained additional momentum through the formation of the Billings Sports Authority, a collaborative initiative bringing together sports organizations, facility operators, and community partners to strengthen Billings' ability to recruit and host events. The Sports Authority will continue to evolve as a key partner in identifying opportunities, supporting event organizers, and advancing the overall sports ecosystem in the community.

Facility development remains an important part of Billings' sports tourism strategy. A 2018 sports feasibility study conducted by Victus Advisors identified the need for expanded sports infrastructure to increase the destination's ability to attract larger and more diverse tournaments. While the proposed Multigenerational Recreation Center was not approved by voters in 2023, the demand for high-quality sports facilities in the community remains strong.

In response, local sports organizations and user groups have stepped forward to help advance new facility development. Projects such as the Signal Peak Energy Ice Arena, led by the Yellowstone Ice Foundation, will introduce a two-sheet ice facility designed to meet growing regional demand for hockey, figure skating, and other ice sports.

The Billings Tourism Business Improvement District (TBID) continues to play an important role in supporting the development and activation of sports facilities. Strategic investment in venues helps strengthen Billings' ability to compete for new events while also supporting the growth of existing tournaments that have become fixtures on the city's event calendar.

By combining strong partnerships, growing sports infrastructure, and strategic event recruitment, Visit Billings is helping position the city as an emerging sports destination in the Northern Rockies, creating new opportunities for visitation, economic impact, and community pride.





RECRUIT MEETINGS & CONFERENCES

Meetings and conferences generate significant year-round economic impact for Billings, bringing professionals, industry leaders, and association groups to the city while supporting hotels, restaurants, and local businesses.

Visit Billings works to position the destination as a competitive and welcoming location for meetings, conferences, and professional gatherings. Through targeted sales outreach, industry partnerships, and direct engagement with meeting planners, Visit Billings promotes the advantages that make Billings an appealing host city, including strong air access, a walkable downtown, flexible meeting facilities, and authentic Montana experiences that enhance the attendee experience.

Sales e□orts focus on securing meetings and conferences for future years while building long-term relationships with planners, associations, and industry partners. Visit Billings collaborates closely with local hotels, venues, and hospitality partners to present cohesive proposals that highlight the city's meeting infrastructure and visitor amenities.

Exceptional service remains a defining strength of Billings' meetings program. Visit Billings provides planners with hands-on support including hosted site visits, venue coordination, attendee resources, promotional materials, and local event recommendations. These services help ensure successful events while reinforcing Billings' reputation as a destination that values both planners and their attendees.

By combining strategic sales e□orts with personalized service, Visit Billings continues to grow the meetings and conferences segment while delivering meaningful economic impact for the community.





GROW GROUP TOUR TRAVEL

Billings continues to be a strong destination for group travel, o□ering a compelling mix of history, culture, outdoor adventure, and accessibility. From motorcoach tours to small-group expeditions, Billings provides travelers with an authentic introduction to the landscapes, stories, and communities that define this part of the Northern Rockies.

As group travel evolves, itineraries are expanding to include younger, more active travelers seeking immersive experiences. Today's visitors want more than a guided tour; they want to experience the stories behind the landscapes, landmarks, and local culture. Tour operators are increasingly building itineraries that incorporate outdoor recreation, flexible exploration time, and opportunities to connect with communities in meaningful ways.

Visit Billings works closely with tour operators and travel planners to position the city as a welcoming overnight destination within regional itineraries. With access to destinations such as Little Bighorn Battlefield National Monument, Pompeys Pillar National Monument, and the Beartooth Scenic Byway, Billings o□ers an ideal place to begin or expand a Montana travel experience. As international travel continues to rebound and fly/drive itineraries grow in popularity, Visit Billings will continue strengthening relationships with operators and highlighting Billings as a place where travelers can experience the spirit of the American West.

SUPPORT AIR SERVICE & BIL

Strong air service is critical to the continued growth of Billings' visitor economy. Reliable connectivity allows travelers, meeting planners, and sporting events to reach the destination e□ciently while supporting the broader business community across eastern Montana and northern Wyoming.

Billings Logan International Airport (BIL) serves as the primary air hub for the region and provides travelers with a modern, e□cient, and welcoming travel experience. With more than one million passengers traveling through the airport annually, BIL plays a vital role in connecting visitors to Billings and the surrounding region while supporting the city's position as a regional center for commerce, healthcare, events, and tourism.

Visit Billings remains actively engaged in e□orts to sustain and expand air service. The organization works closely with the Billings Air Service Committee, the airport, and community partners to demonstrate demand for new routes and maintain existing service. Visit Billings supports these e□orts through marketing partnerships in key flight markets, participation in Small Community Air Service Development (SCASD) grant initiatives, and collaborative outreach to airline partners.

Airlines increasingly look to communities to demonstrate both demand and destination support when evaluating new routes. Through coordinated marketing e□orts, public relations campaigns, and community engagement initiatives, Visit Billings helps strengthen the case for Billings as a growing and viable air market.

By continuing to support air service development and promote travel to the region, Visit Billings helps ensure Billings remains accessible, competitive, and well connected for visitors and residents alike.



THE 2024–2027 STRATEGIC PLAN

In the fall of 2021, Visit Billings began developing a strategic plan to guide both organizational growth and destination development through 2027. Released in early 2024, the resulting plan outlines key objectives designed to strengthen the visitor economy, elevate Billings' destination brand, and position the community for long-term tourism growth.

The strategic plan serves as a dynamic roadmap for Visit Billings, allowing the organization to evaluate priorities annually while maintaining focus on long-term goals. The plan also aligns with the renewal timeline for the Billings Tourism Business Improvement District (BTBID), ensuring that investments made today continue to support the future competitiveness of the destination.

Through the leadership of the BTBID Board of Directors and collaboration with community partners, Visit Billings continues to implement initiatives that drive visitation, support local businesses, and strengthen Billings' reputation as Montana's largest city and a premier place to visit.

VISIT BILLINGS BRAND LAUNCH

In 2025, Visit Billings introduced its refreshed destination brand following extensive research with visitors, residents, and stakeholders. The new brand reflects a more authentic expression of Billings, celebrating the city's bold history, vibrant culture, outdoor access, and entrepreneurial spirit. The brand debuted publicly in front of more than 500 community leaders and partners at the Billings Chamber Annual Meeting, marking an important milestone in aligning the community around a unified destination identity.

BILLINGS SPORTS AUTHORITY

Visit Billings also initiated the Billings Sports Authority, bringing together local sports organizations, facility operators, and community leaders to strengthen collaboration around sports tourism. While still in its early stages, the Sports Authority represents an important step in coordinating the city's growing sports ecosystem and supporting the recruitment and hosting of major sporting events.

TOURISM EDUCATION CAMPAIGN

Visit Billings successfully launched its first comprehensive tourism education campaign, designed to increase local awareness of tourism's impact on the Billings economy and quality of life. The campaign introduced new resources including fact sheets, digital content, and storytelling initiatives that highlight how visitor spending supports local businesses, jobs, and community amenities. Moving forward, tourism education will become an ongoing component of Visit Billings' annual outreach e□orts.

STRATEGIC PLAN PROGRESS

Over the past year, Visit Billings has made significant progress implementing key initiatives identified in the 2024–2027 Strategic Plan. Utilizing research, visitor data, and performance metrics to inform marketing strategies, guide investment decisions, and measure the economic impact of tourism. These e□orts reflect the organization's commitment to strengthening the visitor economy while building greater alignment within the community.

TOAST TO BILLINGS HOSPITALITY AWARDS

As part of National Travel & Tourism Week, Visit Billings will host the inaugural TOAST to Billings Hospitality Awards, celebrating the individuals and organizations that help create exceptional visitor experiences across the community. The event highlights the people who power the visitor economy, from frontline hospitality sta□ to event organizers and attractions, while reinforcing the importance of tourism to Billings' community pride and economic vitality.

SPORTS TOURISM LEADERSHIP

In 2012, the BTBID Board of Directors took deliberate steps to diversify Visit Billings' investment strategy by developing Billings as a sports tourism destination. Over the past decade, the segment has delivered consistent wins, from hosting NCAA and NAIA collegiate events to supporting the expansion of youth and travel sports, contributing to a growing sense of community pride and measurable visitor impact.

Sports tourism remains one of the strongest opportunities for visitation to Billings. In FY26, Visit Billings built on this momentum through several key initiatives, including the launch of Visit Billings Sports, a dedicated brand for the sports tourism segment that signals the destination's continued commitment to attracting and hosting premier events.

As Billings' sports infrastructure continues to grow, Visit Billings will strengthen citywide collaboration with sports organizations, facilities, and community partners to expand opportunities for tournament and event recruitment. Key developments supporting this growth include:

- **Signal Peak Energy Ice Arena,** developed by the Yellowstone Ice Foundation, introducing a new two-sheet ice facility and expanding Billings' ability to host regional and national ice sports events.
- **The ARC Sport Courts Facility** at Amend Recreation Campus, a new indoor courts complex designed to support basketball, volleyball, and other tournament-driven events.

These investments are expanding Billings' capacity to host larger and more diverse competitions while strengthening the destination's reputation as a regional sports hub.

To support this momentum, Visit Billings has initiated the Billings Sports Authority, an advisory group bringing together sports leaders, facility operators, and community partners to strengthen coordination and long-term planning for sports tourism in the city.

As outlined in the 2024–2027 Strategic Plan, developing the right leadership structure for sports tourism is essential to sustained success. With new facilities coming online and demand for events continuing to grow, FY27 represents the next phase in advancing Billings' position as a premier sports destination in the Northern Rockies.



The ARC Sport Courts Facility



Signal Peak Energy Arena

TOURISM EDUCATION & NATIONAL TRAVEL & TOURISM WEEK

Resident engagement plays a vital role in the success of tourism in Billings. Communities that understand the value of tourism, and the role visitors play in supporting local businesses, jobs, and quality of life, are better positioned to welcome visitors and support destination growth.

In FY26, Visit Billings launched its first comprehensive tourism education campaign, designed to increase awareness of tourism's economic impact and the important role the visitor economy plays in the community. The campaign introduced a range of new resources including fact sheets, videos, digital content, and storytelling initiatives that highlight how visitor spending supports local businesses, attractions, events, and community amenities throughout Billings.

National Travel & Tourism Week (NTTW), established by the U.S. Travel Association, provides an important annual opportunity to amplify these e□orts. Each May, Visit Billings uses NTTW to share tourism data, celebrate the industry's impact, and recognize the individuals and organizations who help create exceptional visitor experiences across the destination.

Building on the success of the initial campaign, tourism education will now become an ongoing initiative for Visit Billings. Future e□orts will continue to expand community engagement through local media partnerships, social media storytelling, and the sharing of authentic visitor experiences that demonstrate the value tourism brings to Billings.

A key milestone for FY27 will be the inaugural TOAST to Billings: Hospitality Awards, held during National Travel & Tourism Week. This new event celebrates the people and organizations who create outstanding visitor experiences across the community. Awards will recognize excellence in areas such as Attraction of the Year, Event of the Year, Heart of Hospitality, and Pride in Place, highlighting the individuals and businesses who help make Billings welcoming, memorable, and visitor-ready every day.

Through ongoing tourism education e□orts and community celebration, Visit Billings continues to strengthen local understanding of the visitor economy while fostering pride in the people and experiences that define Billings as a destination.



SIGNATURE EVENT EXPLORATION DURING NEED PERIODS

Visit Billings continues to support and collaborate with local events and festivals that create high-quality visitor experiences while generating overnight visitation. Events play an important role in activating the destination, particularly during shoulder seasons when additional visitation can have the greatest economic impact.

One example of this momentum is Billings Craft Beer Week, which celebrates the city's thriving craft beer scene and the businesses that make up the Billings Brew Trail. With support from Visit Billings and local brewery partners, the event continues to grow each year. The 2026 celebration will feature more than 25 events across breweries throughout the city, culminating in the Last Best Beer Run and After Party, along with specialty beer releases, collectible merchandise, and brewing competitions that showcase the creativity of Billings' craft beverage community.

In addition to supporting existing events, Visit Billings has convened a community exploratory committee to evaluate the potential development of a signature winter event designed to generate visitation during the slower winter season. The committee is currently reviewing successful models from comparable destinations and exploring opportunities that align with Billings' character, outdoor access, and growing arts and culinary scene.

While still in the early planning stages, the goal of this e□ort is to create a destination-driven event that can attract overnight visitors while celebrating the unique culture and energy of Billings. If feasible, a potential launch timeline for a winter signature event would be January 2028, allowing time to thoughtfully develop the concept, build community partnerships, and ensure long-term success.



INTERNATIONAL MOUNTAIN BICYCLING ASSOCIATION (IMBA)

RIDE CENTER CERTIFICATION

Outdoor recreation continues to play an important role in the Billings visitor experience, and mountain biking has emerged as one of the destination's fastest-growing outdoor activities. With miles of singletrack trails across northwest Billings, the Acton Recreation Area, and surrounding public lands, the city o□ers riders of all skill levels access to diverse terrain and expansive views beneath the Rimrocks.

Building on this momentum, Visit Billings is working with community partners to pursue International Mountain Bicycling Association (IMBA) Ride Center certification. IMBA Ride Centers represent premier mountain biking destinations that o□er high-quality trail systems, strong community support, and exceptional rider experiences.

In FY27, Visit Billings will collaborate with organizations such as Pedal United, Billings TrailNet, local land managers, and the broader cycling community to prepare and submit a Ride Center application. Achieving IMBA designation would elevate Billings' profile within the global mountain biking community while attracting new visitors seeking outdoor adventure in the Northern Rockies.

BRAND LAUNCH & IMPLEMENTATION

A key recommendation of the 2024–2027 Visit Billings Strategic Plan was to evolve the destination brand to better reflect the authentic identity of Billings. Research with visitors, residents, and stakeholders revealed an opportunity to move beyond previous location-based messaging and instead celebrate what makes Billings unique - its people, culture, landscapes, and entrepreneurial spirit.

In 2025, Visit Billings o□cially launched its refreshed destination brand, shaped by this research and grounded in a more authentic expression of Billings itself. The new brand positions Billings as a destination born from big dreams, big history, big adventure, and big opportunity, highlighting the city's vibrant neighborhoods, Western heritage, creative energy, and signature experiences beneath the Rimrocks.

The brand debut was celebrated in front of more than 500 community leaders and partners at the Billings Chamber Annual Meeting, marking an important milestone in aligning the community around a shared vision for the destination. The enthusiastic response demonstrated strong local support and excitement for the future of the Visit Billings brand.

Since the launch, Visit Billings has begun integrating the refreshed brand across marketing channels, including the destination website, digital campaigns, content storytelling, and visitor-facing materials. As new opportunities arise, the brand will continue to expand across partner assets, community touchpoints, and promotional e□orts to ensure a consistent and compelling representation of Billings in the marketplace.

Through continued implementation of the new brand, Visit Billings will strengthen the destination's identity, elevate the city's story in competitive travel markets, and help visitors better understand the experiences that make Billings a one-of-a-kind place to explore.

MARKETING STRATEGY & AUDIENCE ENGAGEMENT

Visit Billings executes an integrated marketing strategy designed to inspire travel, guide trip planning, support visitor experiences, and amplify the stories that make Billings unique. While leisure travelers remain a key audience, Visit Billings also markets the destination to meeting planners, sports event organizers, and group travel decision-makers who play an important role in generating year-round visitation and economic impact for the community. Through a coordinated mix of paid, owned, and earned media, the organization builds awareness of Billings as a destination while helping travelers move from inspiration to action.

The strategy is rooted in Visit Billings' refreshed brand platform and informed by ongoing research into traveler behavior, market trends, and performance data. Campaigns highlight Billings' authentic sense of place, its vibrant neighborhoods, welcoming community, outdoor access, culinary scene, arts and culture, and signature events beneath the Rimrocks.

Marketing e□orts are intentionally integrated across channels, ensuring that storytelling, media relations, digital engagement, and content development work together to create a consistent and compelling destination narrative. By aligning marketing strategy with the visitor journey, from initial inspiration through trip planning and post-visit advocacy, Visit Billings continues to strengthen the destination's presence in competitive travel markets while driving year-round visitation and economic impact.



CAMPAIGN STRATEGY & DESTINATION STORYTELLING

GOALS

Increase awareness of Billings as a distinctive travel destination while inspiring travelers to include the city in leisure, meetings, sports, and group travel itineraries.

STRATEGY

Visit Billings develops integrated marketing campaigns that bring the destination's story to life through compelling visuals, authentic voices, and experience-driven storytelling. Campaigns are built around the refreshed Visit Billings brand platform, highlighting the city's unique blend of Western heritage, creative energy, outdoor adventure, and vibrant local culture.

Campaign development prioritizes authentic storytelling and human-centered narratives that reflect the community's warm and genuine spirit. Through features such as Trail Guides and Secret Spots in Billings, Visit Billings showcases local perspectives that help travelers understand the experiences, personalities, and places that define the destination.

Marketing e□orts also leverage major events, seasonal experiences, and signature attractions to encourage longer stays and repeat visitation. By highlighting the full range of experiences available throughout the year, from cultural events and culinary exploration to outdoor adventure and regional day trips, campaigns help travelers envision a more complete Billings itinerary.

Visit Billings also participates in select travel and adventure shows, providing an opportunity to promote the destination directly to travelers while gaining valuable insights into evolving traveler sentiment, interests, and trip-planning behavior. These interactions help the Visit Billings team better understand what inspires travelers, what questions they are asking, and how Billings can position its experiences within broader travel trends.

Public relations plays a critical role in amplifying these e□orts, generating earned media coverage that extends the reach of destination storytelling. Through targeted media outreach and creator collaborations, Visit Billings works to showcase Billings as a place of big adventure, rich culture, memorable flavors, and authentic connection.

TRADITIONAL AND DIGITAL MEDIA

GOALS

Inspire target audiences to strengthen their connection with the destination's brand and highlight direct flights to Billings from Chicago, Dallas/Fort Worth, Denver, Las Vegas, Minneapolis, Phoenix, Salt Lake City, Portland, Seattle, and Los Angeles.







STRATEGY

The paid media campaign leverages a multi-channel media strategy approach that utilizes native / display, PMAX, Meta, Pinterest, and search while also increasing investment and expanding geo-targeting to support drive and flight markets.

Engage with local media publications for the promotion of Billings and supporting local businesses.

Prioritize Meta and display to promote awareness and drive website traffic as social and display consistently perform well, which creates efficiencies in maximizing impressions and leading users to the website to learn more and take a specific action.

Sponsor content development and digital targeting niche audiences such as two-wheel, restaurant and events.

Leverage advanced analytics to inform and optimize media performance and strategy, refining audience targeting within existing channels while testing new tactics across additional platforms. At the same time, closely monitor ROI on key advertising and marketing initiatives to ensure campaigns deliver increased impressions throughout the fiscal year, drive higher engagement, and achieve click-through rates that exceed industry benchmarks.



Increase investment in upper-funnel tactics - search, display, and social (Pinterest and Meta) to drive awareness in flight markets, especially where Billings is a lesser-known travel destination. For drive markets, use channels best for events - search and display - to drive awareness and site traffic.

Continue to build awareness through CTV, YouTube and audio to further educate, inspire and encourage visitors to explore trip planning resources further by driving traffic to the website.

Place digital out-of-home (DOOH) in key drive and fly markets, capturing new travelers who may not have considered Billings before, providing a powerful way to consistently engage with travelers throughout their day. Combine this with strategically placed billboards within and around Billings to engage local and regional audiences.

INTERACTIVE & SOCIAL MEDIA

Visit Billings' interactive and social media platforms play a central role in how the destination's story is shared with travelers, residents, and industry partners. Through engaging digital content and authentic storytelling, these channels help inspire travel, guide trip planning, and build lasting connections with audiences.

The Visit Billings team approaches social media and digital engagement as an editorial platform, one that highlights the people, places, experiences, and moments that define Billings. Content across channels reflects the destination's refreshed brand voice and emphasizes the community's warm, genuine spirit, vibrant neighborhoods, outdoor adventure, culinary scene, arts and culture, and signature events.

As digital platforms and traveler behavior continue to evolve, Visit Billings remains committed to adapting its strategies to reach audiences where they are most engaged. This includes embracing emerging technologies, evolving social platforms, and new content formats, while maintaining a consistent and authentic voice that reflects the true character of Billings.

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GOALS

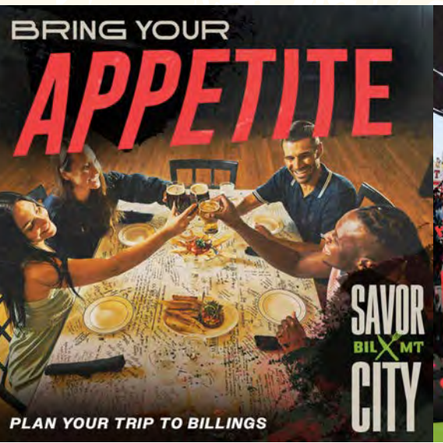
INCREASE BRAND ENGAGEMENT
Strengthen interaction with Visit Billings' digital content through compelling storytelling, inspiring visuals, and informative trip-planning resources.

GROW SOCIAL AUDIENCES
Expand the reach of Visit Billings' social platforms by attracting new followers while maintaining strong engagement with existing audiences.

SUPPORT TRIP PLANNING
Provide travelers, meeting planners, sports organizers, and group tour operators with accessible and useful digital resources that support destination decision-making.

STRENGTHEN DIGITAL COMMUNITIES
Build relationships with visitors and residents alike by sharing stories that celebrate Billings' culture, experiences, and local pride.

ADAPT TO EVOLVING DISCOVERY TRENDS
Monitor changes in traveler discovery behavior, including the growing influence of AI-driven search and conversational travel planning, to ensure Visit Billings' digital content remains visible, relevant, and useful in emerging discovery environments.







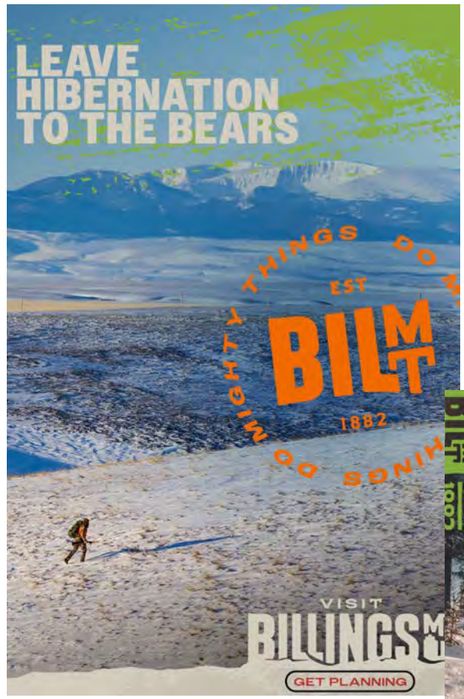
TACTICS

Visit Billings' interactive and social media platforms play a central role in how the destination's story is shared with travelers, residents, and industry partners. Through engaging digital content and authentic storytelling, these channels help inspire travel, guide trip planning, and build lasting connections with audiences.

EDITORIAL STORYTELLING
Visit Billings shares the destination's story through compelling, human-centered content that highlights authentic experiences and local perspectives. Integrated monthly editorial calendars guide content development across digital channels, helping ensure messaging remains timely, relevant, and aligned with seasonal opportunities, events, and partner experiences.

CROSS-PLATFORM CONTENT STRATEGY
Content is strategically adapted and shared across multiple digital platforms to maximize reach and engagement while respecting each platform's unique audience and format. This includes highlighting seasonal experiences, new local businesses, major events, and unique itineraries that encourage visitors to explore Billings more deeply.

VIDEO & VISUAL STORYTELLING
Short-form video and dynamic visual storytelling play an increasingly important role in Visit Billings' digital strategy. Video content across owned channels showcases local personalities, signature experiences, outdoor adventure, culinary discoveries, and cultural moments that help audiences envision their own trip to Billings.





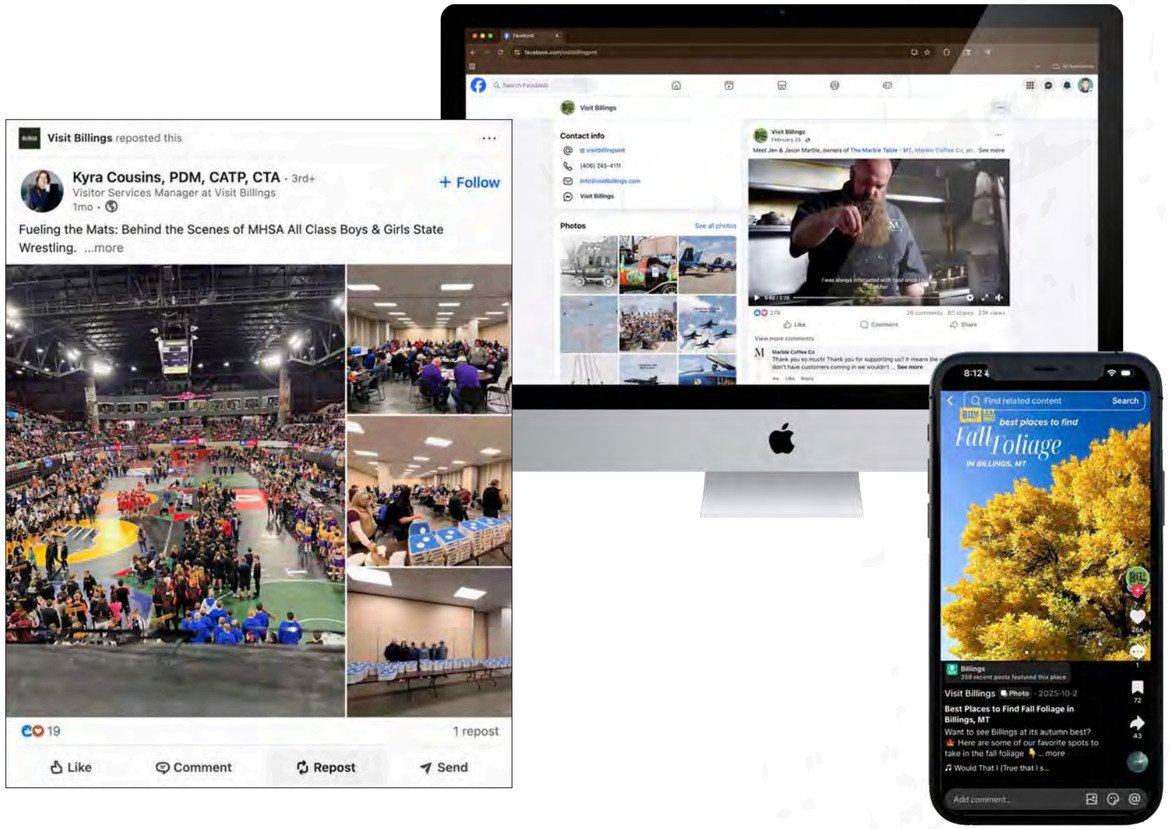




INTERACTIVE & SOCIAL MEDIA

PLATFORM-SPECIFIC ENGAGEMENT

- FACEBOOK - Encourage engagement and drive awareness of upcoming events, key attractions, tourism partners, and seasonal experiences.
- INSTAGRAM - Showcase human-centered storytelling that inspires travel, highlights itineraries, and shares authentic visitor experiences through editorial photos, videos, Stories, and user-generated content.
- TIKTOK - Leverage short-form video and emerging trends to engage new audiences while highlighting authentic moments and experiences that reflect Billings' personality.
- LINKEDIN - Engage community partners and industry audiences while promoting Billings as a premier destination for meetings, sports events, and group travel.



EMAIL MARKETING

Visit Billings uses targeted email marketing to expose travelers to editorial content, itineraries, blog features, and seasonal experiences while strengthening relationships with engaged audiences. Email campaigns serve as a key bridge between inspiration and trip planning.

WEBSITE STRATEGY & EXPERIENCE

Visit Billings launched its redesigned destination website in 2025 as a key expression of the organization's refreshed brand and a central hub for visitor inspiration and trip planning. The new site delivers a modern, visually compelling, and user-focused digital experience that better reflects Billings' authentic sense of place while meeting evolving traveler expectations.

The redesign improved navigation, strengthened security, addressed previous technical limitations, and aligned the platform with current industry standards, accessibility guidelines, and best practices for destination marketing websites. The updated site also more e□ectively showcases Billings' signature experiences, from outdoor adventure beneath the Rimrocks to the city's culinary scene, arts and culture, events, and vibrant neighborhoods.

As traveler behavior continues to evolve, destination websites are playing an increasingly important role across the entire visitor journey. While social media and earned media often inspire interest, travelers frequently turn to o□cial destination websites for trusted information once a location enters their consideration set. Visit Billings' website is designed to support this stage of the journey by providing clear, useful, and actionable trip-planning resources that help visitors confidently build their itineraries.

At the same time, emerging technologies, including conversational search and AI-assisted trip planning, are reshaping how travelers discover and evaluate destinations. As these tools become more integrated into the planning process, o□cial tourism websites must serve not only as inspirational storytelling platforms but also as authoritative, well-structured sources of information that can be surfaced through evolving search and discovery tools. Visit Billings will continue monitoring these shifts to ensure the destination's digital presence remains visible, accurate, and useful across new travel-planning environments.

Content strategy for the website emphasizes storytelling and trip-planning resources that align with key traveler interests. Blog features, curated itineraries, and seasonal guides highlight experiences for a variety of visitor personas, from history enthusiasts and outdoor adventurers to culinary explorers and cultural travelers. These stories help travelers envision their time in Billings while also supporting broader digital marketing and public relations e□orts.

As Visit Billings moves forward, the team will continue expanding digital content, enhancing planning resources, and extending the refreshed brand across the website and other visitor-facing touchpoints. This ongoing work ensures that the destination is represented with clarity, consistency, and relevance throughout every stage of the visitor journey.



PUBLIC RELATIONS

Public relations plays a critical role in elevating Billings' visibility as a destination by generating credible, high-impact storytelling through earned media and creator partnerships. Through strategic media relations and targeted outreach, Visit Billings works to position the city as an authentic, welcoming, and experience-rich destination, one that o□ers vibrant neighborhoods, outdoor access, cultural energy, memorable flavors, and a warm, genuine community spirit.

Earned media allows Visit Billings to amplify the destination's story in ways that extend beyond traditional advertising. By working with journalists, creators, and travel media outlets that align with the organization's priority audiences and seasonal campaigns, Visit Billings ensures that Billings' story is told through trusted voices that resonate with potential travelers.

Public relations e□orts are closely integrated with Visit Billings' broader marketing strategy. Media storytelling complements paid campaigns and owned digital platforms, helping expand reach while reinforcing the destination's brand narrative across multiple channels.

GOALS

- GENERATE EARNED MEDIA AND INFLUENCER COVERAGE - Secure earned media and creator coverage that positions Billings as an authentic, welcoming, and experience-rich destination while highlighting its vibrant neighborhoods, outdoor adventure, culinary scene, cultural experiences, and signature events.
- INCREASE QUALIFIED ENGAGEMENT FROM EARNED MEDIA - Drive high-intent visitors to Visit Billings' digital platforms through earned media and influencer storytelling that encourages deeper exploration of trip ideas, itineraries, events, and partner experiences.
- SECURE HIGH-VALUE MEDIA PLACEMENTS - Place earned media stories in publications and outlets that align with Visit Billings' priority audiences and seasonal campaign themes while delivering meaningful reach, strong storytelling, and clear message pull-through.

TACTICS

Visit Billings will pursue cost-e□ective, high-impact media relations strategies that reflect the destination's refreshed brand and the evolving media landscape. E□orts will prioritize storytelling opportunities that showcase authentic local voices, signature experiences, and the unique sense of place that defines Billings.

Media outreach will align closely with seasonal marketing campaigns to ensure earned media, paid media, and owned digital content work together to amplify destination messaging. Visit Billings also will leverage evolving travel trends, including multigenerational travel, solo exploration, sports travel, culinary discovery, and cultural experiences, as frameworks for developing timely and relevant story ideas.

Additional public relations e□orts will include:

- Sharing news, story ideas, and destination updates regularly with targeted journalists, creators, and media outlets.
- Reengaging journalists who previously expressed interest in visiting Billings while identifying new writers and creators aligned with priority audiences.
- Responding to qualified editorial inquiries with timely, brand-aligned destination information.
- Supporting media visits and creator storytelling with updated digital resources, trip-planning materials, and destination contacts.
- Exploring cooperative public relations opportunities with Brand Montana, Visit Southeast Montana, and other aligned partners to extend reach and share costs.

EVALUATION & ROI

Visit Billings will evaluate public relations success using the earned media scorecard developed in the previous fiscal year and aligned with best practices in communications measurement. Evaluation will consider not only placement volume and audience reach, but also media quality, message pull-through, share of voice, and the ability of earned coverage to generate meaningful engagement with Visit Billings' digital platforms and visitor-planning resources.

This approach ensures that public relations e□orts contribute to broader destination marketing goals while delivering measurable value for stakeholders.



ADVANCE SPORTS SALES & SUPPORT

Sports tourism continues to be one of the strongest opportunities for driving visitation and economic impact in Billings. Through targeted recruitment, strategic partnerships, and ongoing support for event organizers, Visit Billings works to position the city as a premier sports destination in the Northern Rockies.

From youth and amateur tournaments to collegiate championships and regional competitions, sports events bring athletes, families, and fans to Billings while supporting local hotels, restaurants, retailers, and attractions. Visit Billings Sports focuses on recruiting events that align with the community's facilities, hospitality assets, and growing sports infrastructure while also strengthening and expanding events already hosted in the destination.

Through strong partnerships with local organizations, venues, and regional sports leaders, Visit Billings will continue building momentum for sports tourism while enhancing the overall event experience for participants and visitors alike.

GOALS

GENERATE NEW ROOM NIGHTS
Recruit sporting events that drive overnight visitation, increase room demand, and generate economic impact while elevating Billings' reputation as a premier sports destination.

PARTNER
Collaborate with local collegiate partners and sporting organizations to pursue competitive event bids, including NCAA and NAIA championships.

SUPPORT 35 EVENTS
Book and/or support at least 35 sporting events annually in Billings.

RETAIN & GROW EVENTS
Retain existing sporting events while working with event organizers to expand and enhance tournaments already hosted in Billings.

TACTICS

EXPAND INDUSTRY PRESENCE & BRAND AWARENESS
Attend key sports tourism trade shows and appointment-based conferences, including Sports ETA and TEAMS, to strengthen relationships with event organizers and increase awareness of Billings' sports tourism o□erings.

LEAD GENERATION & OUTREACH
Develop new event opportunities through platforms such as Playeasy, targeted outreach to sports planners, and ongoing relationship development within the sports tourism industry.

STRATEGIC SPORTS MARKETING
Maintain and enhance Visit Billings Sports marketing initiatives that showcase the destination's facilities, hospitality assets, and event-hosting capabilities.

BILLINGS SPORTS AUTHORITY ENGAGEMENT
Leverage the expertise of the Billings Sports Authority to assess opportunities for growing the community's sports tourism profile and identifying strategic event recruitment opportunities.

COLLEGIATE SPORTS PARTNERSHIPS
Strengthen collaboration with Rocky Mountain College, Montana State University Billings, the Frontier Conference, and the GNAC Conference to attract collegiate championships and sporting events.

RETENTION & GROWTH OF EXISTING EVENTS
Support tournament directors and event organizers through ongoing collaboration with local, state, and regional stakeholders to retain and expand sporting events already hosted in Billings.

SALES TOOLKIT DEVELOPMENT
Continuously refine the Visit Billings sports sales toolkit to improve e□ciency and e□ectiveness in sales outreach, event recruitment, and planner communication.

ECONOMIC IMPACT ANALYSIS
Utilize industry tools and data resources to calculate and communicate the economic impact of sports tourism events hosted in Billings.

SPORTS PLANNER FAMILIARIZATION TOURS
Host site inspections and familiarization tours for targeted sports planners to showcase Billings' sports facilities, hospitality infrastructure, and event-hosting capabilities.



RECRUIT MEETINGS & CONFERENCES

Meetings and conferences play a vital role in supporting year-round visitation in Billings, bringing business travelers, association groups, and professional organizations to the city while generating meaningful economic impact for hotels, restaurants, and local businesses.

Visit Billings works to position the destination as a competitive and welcoming choice for regional and national meetings by building strong relationships with planners, providing exceptional conference services, and collaborating closely with the city's convention hotels and venues. Through targeted sales initiatives and ongoing partnership development, Visit Billings continues to strengthen Billings' reputation as a meeting destination where planners can deliver memorable events and strong attendance.

By combining proactive sales outreach with personalized service and strong local partnerships, Visit Billings helps meeting planners move from initial interest to successful event execution, ensuring Billings remains a trusted host city for conferences and professional gatherings.

GOALS

- BUILD RELATIONSHIPS - Strengthen relationships with meeting planners and industry partners while generating room nights through targeted sales initiatives and personalized support for event organizers.
- BOOK MEETINGS & CONFERENCES - Book, support, and/or retain 30 meetings or conferences annually in Billings.
- CONFERENCE SERVICES - Provide conference services and logistical support for 20 meetings, conferences, or events hosted in the destination.
- ELEVATE BILLINGS AS A MEETING DESTINATION - Generate new room nights and economic impact while reinforcing Billings' reputation as a welcoming and competitive meeting destination in the Rocky Mountain West.
- STAKEHOLDER COLLABORATION - Collaborate closely with Billings' primary convention hotels and meeting venues to recruit new meetings and retain existing conferences while highlighting new or expanded meeting spaces when applicable.

TACTICS

EXPAND INDUSTRY PRESENCE & RELATIONSHIPS
Attend national and regional appointment-based meeting and convention trade shows to strengthen relationships with meeting planners and generate new leads. Participation in key industry events elevates Billings' visibility and supports long-term convention recruitment.

SECURE MULTI-YEAR CONFERENCE COMMITMENTS
Work with local hotel sales teams to secure multi-year contracts with associations and organizations, ensuring consistent repeat business for Billings.

LEAD GENERATION & INDUSTRY PARTNERSHIPS
Collaborate with partners such as Integrated Media Marketing (IMM) and other industry organizations to identify and develop new meeting leads.

SALES & MARKETING TOOLKIT DEVELOPMENT
Continuously refine digital and print materials within the meeting recruitment toolkit to clearly communicate Billings' strengths as a meeting destination.

INDUSTRY PLATFORM ENGAGEMENT
Maximize visibility on industry platforms such as Cvent and other meeting planning tools to ensure Billings remains competitive within the small-market meeting destination category.

STRATEGIC SPONSORSHIP OPPORTUNITIES
Pursue targeted sponsorship opportunities with associations and organizations to increase visibility and engagement with meeting planners. Strategic participation in relationship-focused events, such as the Accents West show, provides valuable opportunities to connect directly with decision-makers actively seeking destinations for future meetings and tours.

CONFERENCE SERVICES & EVENT SUPPORT
Provide meeting planners with visitor guides, Brew Trail maps, o□-agenda activity suggestions, and other resources designed to enhance the attendee experience and encourage exploration of Billings.

MEETING CAMPAIGN PROMOTION
Advance Visit Billings' signature meeting campaigns, including "Meet Me in Billings" and "Big Skies Mean Big Attendance." A complementary "Bring It Home to Billings" initiative will encourage local organizations and residents to consider hosting conferences and professional gatherings in their hometown.

THIRD-PARTY PLANNER ENGAGEMENT
Strengthen relationships with national third-party meeting planning organizations such as HelmsBriscoe and ConferenceDirect to elevate Billings' visibility within the Rocky Mountain West meetings market.

MEETING PLANNER FAMILIARIZATION TOURS
Host targeted meeting planner familiarization tours to showcase Billings' meeting facilities, hospitality infrastructure, and unique o□-agenda experiences.











GROW GROUP TOUR TRAVEL

Group travel remains an important segment of Billings' visitor economy, bringing motorcoach tours, small group travel, and international visitors to the region. Billings' location along the I-90 and I-94 corridors, combined with its proximity to Yellowstone National Park, Little Bighorn Battlefield National Monument, Pompeys Pillar National Monument, and other regional attractions, makes the city a natural stop for tour operators building Western itineraries.

In 2025, *U.S. News & World Report* ranked Yellowstone National Park the #2 "Best Places to Visit in the United States," reinforcing the region's continued global appeal. Yellowstone welcomed approximately 4.7 million visitors in 2025, and major upcoming milestones across the region will further elevate travel interest in the Northern Plains and Rocky Mountain West. The America 250 celebration in 2026, including the opening of the Theodore Roosevelt Presidential Library in Medora, North Dakota, will draw additional visitors exploring the broader Western landscape. In Billings, the return of the Yellowstone International Air Show on August 22–23, 2026, featuring the U.S. Navy Blue Angels, presents another opportunity to showcase the destination to domestic and international travelers.

Visit Billings works to ensure that tour operators planning Western U.S. itineraries recognize Billings as a strategic stop, o□ering convenient access to national parks and monuments, group-friendly dining and lodging, and authentic Montana experiences such as the Billings Brew Trail, vibrant downtown, and nearby outdoor recreation.

GOALS

- STRENGTHEN TOUR OPERATOR RELATIONSHIPS - Build and maintain strong relationships with domestic and international tour operators to position Billings as a preferred stop within Western U.S. itineraries.
- ENHANCE AND REFRESH ITINERARIES - Work with tour operators to incorporate new experiences, attractions, and local stories into existing itineraries, ensuring Billings remains relevant and compelling within evolving travel programs.
- ENCOURAGE EXTENDED STAYS - Promote Billings as more than a stopover by encouraging longer stays that highlight the city's culinary scene, outdoor recreation, cultural attractions, and regional day-trip opportunities.

TACTICS

INDUSTRY ENGAGEMENT

Participate in key group travel trade events, including the American Bus Association (ABA) Marketplace, IPW, and other targeted industry gatherings, to strengthen relationships with tour operators and inbound travel planners.

STRATEGIC PARTNERSHIPS

Work closely with Destination Montana and the Montana Department of Commerce Travel & Trade team to align statewide messaging, marketing e□orts, and group travel strategies.

INDUSTRY ADVOCACY

Support national tourism advocacy e□orts led by organizations such as U.S. Travel Association and state tourism partners to improve international travel access and strengthen inbound visitation to the United States.

FAMILIARIZATION TOURS

Leverage opportunities with Destination Montana and travel trade partners to host tour operator and receptive operator familiarization tours, allowing planners to experience Billings' attractions, hospitality, and regional touring opportunities firsthand.

INTERNATIONAL TRAVEL TRADE EDUCATION

Continue providing education and resources to local partners to strengthen Billings' readiness for international group travel. Building on *Visit Billings' International 101: Understanding the Travel Trade Pipeline* workshop, hosted in partnership with travel trade expert Lena Ross of America 4 You, future e□orts will help local stakeholders better understand how global tour operators, receptive operators, and overseas travel planners work together to bring visitors to Montana.









ENHANCING THE VISITOR EXPERIENCE

A memorable visitor experience begins long before a traveler arrives and continues long after they leave. In Billings, that experience is shaped not only by attractions and events, but by the people who welcome visitors every day: hotel sta, restaurant teams, shop owners, guides, and community members who share pride in their city.

Visit Billings works to strengthen the visitor experience by supporting frontline hospitality professionals, recognizing industry excellence, and fostering a community that understands the value of tourism. Through education initiatives, visitor support services, and partnerships across the hospitality industry, Visit Billings helps ensure that every traveler experiences the warm, genuine spirit that defines Billings.

A key component of this e ort is Visit Billings' ongoing tourism education campaign, which helps residents and local businesses better understand tourism's role in supporting jobs, small businesses, and community vitality. As more residents become engaged and informed about the visitor economy, they become champions for the destination, creating a more welcoming and memorable experience for visitors exploring Billings.

GOALS

- EXPAND TOURISM EDUCATION - Continue growing Visit Billings' tourism education initiatives, including the Trail Guides program through Learn Tourism, to strengthen understanding of the visitor economy and provide training resources for frontline hospitality sta.
- SUPPORT INCLUSIVE TRAVEL EXPERIENCES - Encourage industry participation in programs such as Certified Autism Travel Professional certifications and Certified Autism Center designations through IBCCES, helping ensure Billings remains welcoming and accessible to travelers of all abilities.
- RECOGNIZE INDUSTRY EXCELLENCE - Celebrate businesses and organizations that create exceptional visitor experiences through recognition programs and community initiatives.
- SUPPORT MEETINGS & CONVENTIONS - Provide resources and support that encourage meeting attendees to explore the city, helping convert conference tra c into meaningful economic impact for local businesses.
- SUPPORT SPORTS TOURISM EVENTS - Work closely with sports organizers and partners to help create welcoming, well-supported experiences for athletes, coaches, and fans visiting Billings.
- DELIVER CONSISTENT SERVICE EXCELLENCE - Equip Billings' visitor-facing workforce with tools, information, and training that support high-quality customer service across the destination.

STRATEGIC TACTICS

TOURISM EDUCATION & TRAINING
Encourage participation in Visit Billings' Trail Guides program and other tourism education initiatives that strengthen local understanding of the visitor economy and prepare frontline sta to confidently assist visitors.

VISITOR ENGAGEMENT AT COMMUNITY EVENTS
Maintain a visible presence at major community events, including festivals and seasonal celebrations, to provide visitor information, connect with residents, and promote local tourism resources.

INDUSTRY COLLABORATION
Work closely with local hospitality businesses, attractions, and partners to share visitor insights, promote best practices, and strengthen the overall visitor experience across the destination.

MEETINGS & CONVENTIONS SUPPORT
Provide visitor resources, welcome materials, and local recommendations that help meeting attendees explore Billings during and after conferences.

SPORTS EVENT SUPPORT
Assist with logistics, visitor resources, and welcome e orts for sports tournaments and competitions hosted in Billings, ensuring athletes and spectators feel supported and encouraged to explore the community.

IN-MARKET VISITOR SUPPORT
Explore new opportunities to connect with visitors during their stay, ensuring they have access to helpful information, local insights, and recommendations that enhance their overall experience.



STATE LODGING TAX BUDGET

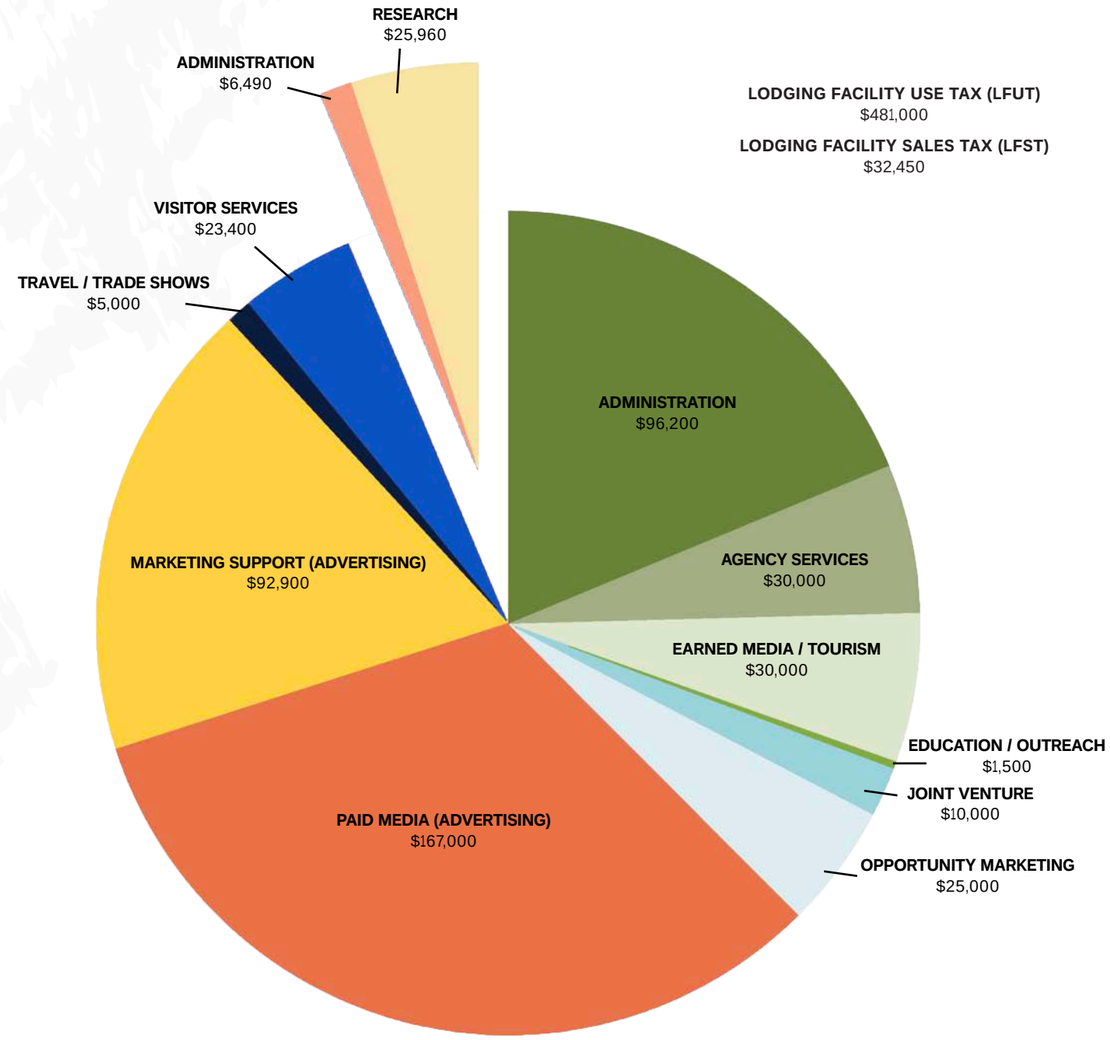
Administration	$96,200
Agency Services	$30,000
Earned Media / Tourism	$30,000
Education / Outreach	$1,500
Joint Venture	$10,000
Opportunity Marketing	$25,000
Paid Media (Advertising)	$167,000
Marketing Support (Advertising)	$92,900
Travel / Trade Shows	$5,000
Visitor Services	$23,400
TOTAL PROJECTED	**$481,000**

LODGING FACILITY SALES TAX (LFST)

Administration	$6,490
Research	$25,960
TOTAL PROJECTED	**$32,450**

FY27 BUDGET

STATE LODGING TAX BUDGET (CVB)



TOTAL PROJECTED CVB FY27 BUDGET:

$513,450

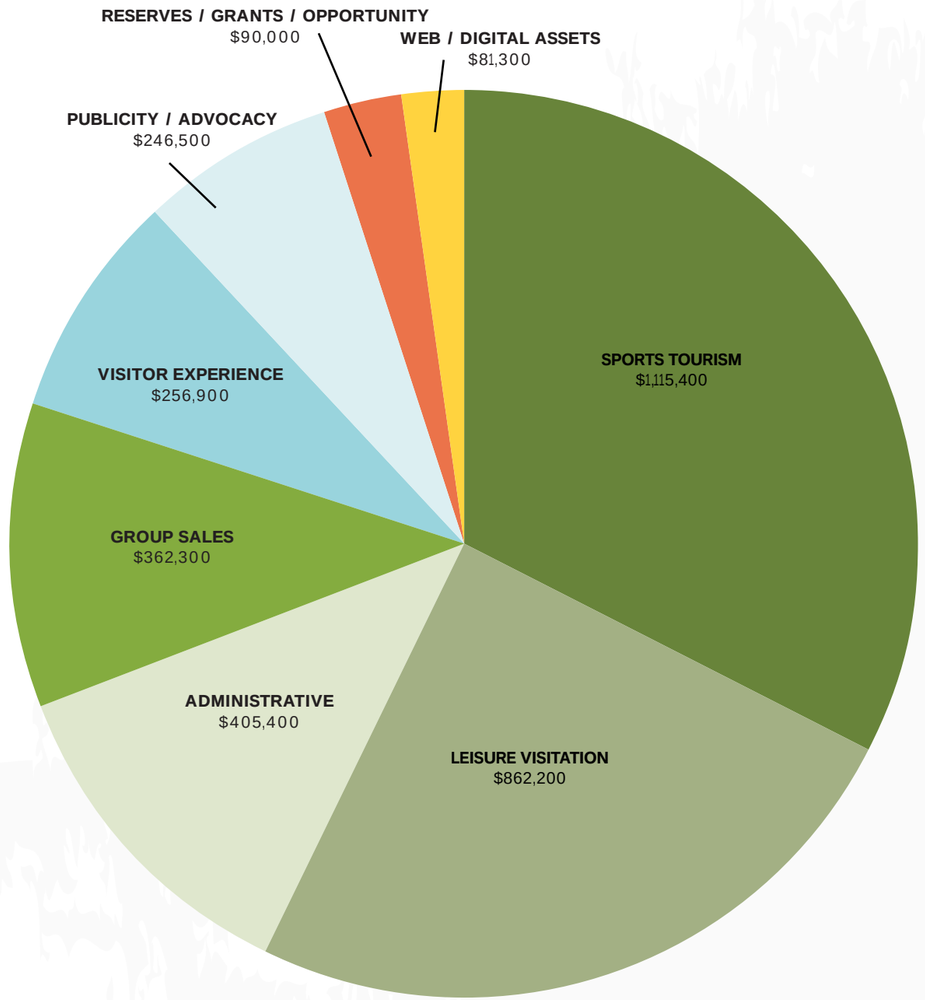
FY27 BUDGET BILLINGS TOURISM BUSINESS IMPROVEMENT DISTRICT

Leisure Visitation	$862,200
Group Sales	$362,300
Sports Tourism	$1,115,400
Web / Digital Assets	$81,300
Publicity / Advocacy	$246,500
Reserves / Grants / Opportunity	$90,000
Visitor Experience	$256,900
Administrative	$405,400
TOTAL	**$3,420,000**



FY26 BUDGET

BILLINGS TOURISM BUSINESS IMPROVEMENT DISTRICT (BTBID)



TOTAL PROJECTED BTBID FY27 BUDGET:
$3,420,000


WE ARE THE DESCENDANTS OF GO-GETTERS WHO CHALLENGED EVERY "WHY?" WITH A "WHY NOT?" THE ONES WHO COULDN'T LEAVE WELL ENOUGH ALONE. IN OUR VEINS RUNS THE BLOOD OF PEOPLE WHO MADE TRAILS, NOT FOLLOWED THEM. BORN FROM A LAND OF BIG DREAMS, BIG HISTORY, BIG ADVENTURE AND BIG OPPORTUNITY IN THE BIGGEST CITY IN MONTANA. A UNIQUE TAPESTRY OF HEART, SOUL AND GRIT TO PUSH YOURSELF JUST A LITTLE FURTHER ENVELOPES BILLINGS.
BILLINGS IS A CITY DOING MIGHTY THINGS UNDER THESE MIGHTY BIG SKIES.
VISIT
BILLINGS MT
DO MIGHTY THINGS

CITY ADMINISTRATION



City Administration

BUDGETED EXPENSE TOTAL | $1,914,600

CHANGE FROM PRIOR YEAR | (548,601)

General Fund: $168,399
Public Safety: ($717,000)

General Fund

The General Fund's budget increased $168,399 from FY26 reporting a budgeted total of $1,481,600 for FY27. The increase is split between Personal Services and Operations and Maintenance.
Operations and Maintenance increased $105,867 in total from FY26. Professional Services costs reflect the largest increase of $79,500 which is broken out by each of these different groups; City Administrator $30,000, City Clerk $69,500 offset by a $20,000 decrease for the Public Information Officer.
An increase in Facility Charges of $20,720 and the rising costs for software purchases and IT support services also contribute to the overall O&M increase.
Personal Services increased in total by $62,532.

Public Safety

The FY27 budget for the Public Safety Fund is focused on supporting key programs that address public safety, domestic violence and juvenile crime. The Public Safety Fund within City Administration has $433,000 designated for these efforts, which is a decrease of $717,000 from FY26. Key projects budgeted include the Nurse Family Partnership with RiverStone Health, which $200,000 is allocated as a preferred strategy to try to prevent and mitigate the long-term effects of adverse childhood experiences. The remaining $233,000 is to be used for the Family Justice Center. The City will continue to seek new programs aimed at targeting mental health and substance abuse in an effort to reduce crime.



Staffing Authorization

BUDGETED EXPENSE TOTAL | $1,914,600

CHANGE FROM PRIOR YEAR | (548,601)

POSITION	ACTUAL FY 24	ACTUAL FY 25	BUDGET FY 26	PROPOSED FY 27
CITY ADMINISTRATOR	1.0	1.0	1.0	1.0
ASSISTANT CITY ADMINISTRATOR	1.0	1.0	1.0	1.0
PUBLIC INFORMATION OFFICER	1.0	1.0	-	-
EXECUTIVE SECRETARY	1.0	1.0	1.0	1.0
RECORDS SPECIALIST	-	1.0	1.0	1.0
CITY CLERK	1.0	1.0	1.0	1.0
DEPUTY CITY CLERK	1.0	1.0	1.0	1.0
TOTAL	6.0	7.0	6.0	6.0

Saved to this PC





Budgeted Revenues

BUDGETED EXPENSE TOTAL | $1,914,600

CHANGE FROM PRIOR YEAR | (548,601)

FUNDS 0100-13000, 2640, 1510-13000

CITY ADMINISTRATOR DEPARTMENT REVENUE

	ACTUAL FY 24	ACTUAL FY 25	BUDGET FY 26	ESTIMATE FY 26	PROPOSED FY 27
AMERICAN RESCUE PLAN FUND	$ 49,454	$ 29,566	$ -	$ -	$ -
GENERAL FUND	-	75	-	-	-
TOTAL REVENUES	$ 49,454	$ 29,641	$ -	$ -	$ -

CITY ADMINISTRATOR DEPARTMENT ALL FUNDS

	ACTUAL FY 24	ACTUAL FY 25	BUDGET FY 26	ESTIMATE FY 26	PROPOSED FY 27
CHARGES FOR SERVICE	$ -	$ 75	$ -	$ -	$ -
INVESTMENT EARNINGS	49,454	29,566	-	-	-
TOTAL REVENUES	$ 49,454	$ 29,641	$ -	$ -	$ -



Budgeted Expense

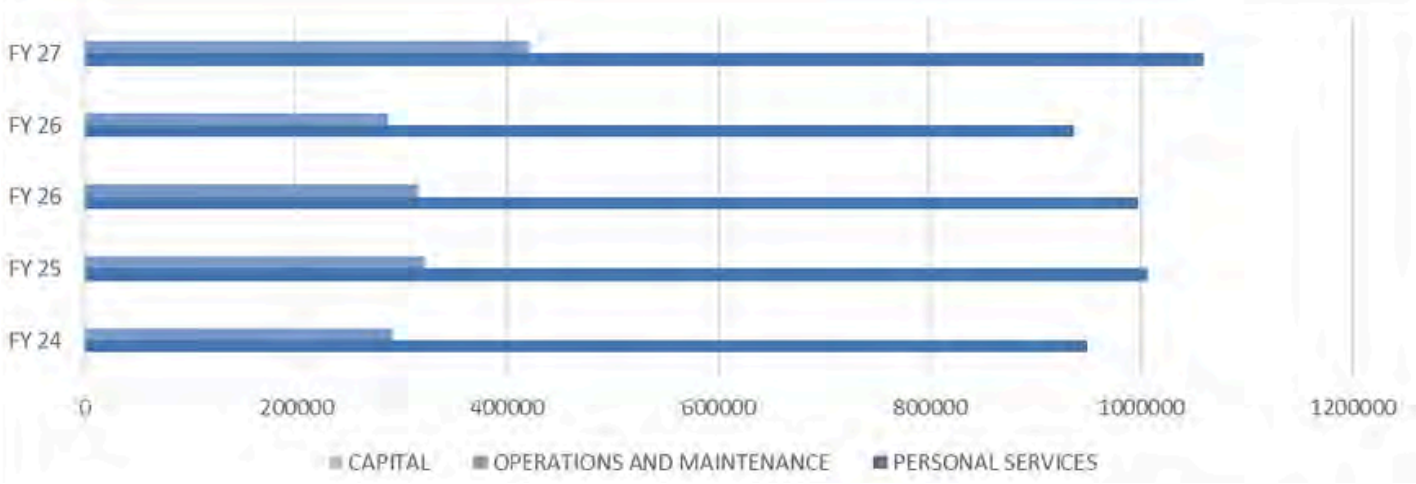
BUDGETED EXPENSE TOTAL | $1,914,600

CHANGE FROM PRIOR YEAR | (548,601)

CITY ADMINISTRATOR GENERAL FUND
OPERATING BUDGET

FUNDS 0100-13000

	ACTUAL FY 24	ACTUAL FY 25	BUDGET FY 26	ESTIMATE FY 26	PROPOSED FY 27
PERSONAL SERVICES	$ 949,405	$ 1,006,283	$ 997,273	$ 936,837	$ 1,059,805
OPERATIONS AND MAINTENANCE	291,499	322,212	315,928	287,947	421,795
CAPITAL	-	948	-	-	-
TOTAL EXPENDITURES	$ 1,240,904	$ 1,329,443	$ 1,313,201	$ 1,224,784	$ 1,481,600



CITY CLERK



City Clerk

BUDGETED EXPENSE TOTAL | $456,475
CHANGE FROM PRIOR YEAR | $84,292

Budget Justification

The City Clerk's budget is consolidated with the City Administration's overall budget of $1,914,600. The FY27 budget for the City Clerk's office is $456,475, which is an increase in costs of $84,292 from the prior year. The FY27 budgeted increase is primarily due to higher operation and maintenance expenses of $61,150. FY27 budgeted personal services reflect an increase of $23,142 expenses. The Clerk's office employs a full-time city clerk, full-time deputy city clerk, a full-time records specialist and a records intern from Rocky Mountain College at approximately 10 hours per week. This has been a great collaboration with Rocky Mountain and provided excellent archiving experience for the students.

The Clerk's Office currently includes a full-time City Clerk, full-time Deputy City Clerk, a full-time Records Specialist, and a records management intern from Rocky Mountain College working approximately 10 hours per week. This collaboration with Rocky Mountain College has provided valuable archival and records management experience for students while assisting the City in advancing its records management goals.

The FY27 budget includes ongoing software expenses for agenda management and public records request tracking, which are critical tools for maintaining transparency and timely communication with the public. Additionally, the budget includes a new request for an electronic bidding and contract management platform designed to modernize procurement and contract administration processes.

The City Clerk's Office provides essential administrative and compliance functions for the City including supporting City Council meetings, preparing agendas and minutes, drafting resolutions and ordinances, maintaining official records, managing elections, conducting bid openings, responding to public records requests, and providing testimony or documentation when requested.



City Clerk

BUDGETED EXPENSE TOTAL | $456,475
CHANGE FROM PRIOR YEAR | $84,292

New Programs

Records Management Modernization
Questys, the City's records management software, recently underwent a significant upgrade and is closer to becoming a robust public-facing records resource. This upgrade has been several years in development and was successfully tested in February 2026. The enhanced system will soon be introduced to the public, providing improved access to digital records and greater transparency.
The Clerk's Office continues to make progress digitizing permanent records and reducing the City's reliance on physical storage. Staff are working with departments across the organization to develop consistent filing plans and metadata standards to support long-term digital archiving and improved records retrieval.

E-Bidding and Contract Management Software
The FY27 budget includes a request for approximately $80,000 to acquire an electronic bidding and contract management software platform. The City's current procurement and contracting process relies heavily on manual workflows and fragmented systems. Although the adoption of tools such as DocuSign and standardized templates has reduced the solicitation-to-contract cycle from roughly four months to approximately two months, many inefficiencies remain. Templates still require manual editing and review, and there are limited safeguards for version control or compliance tracking. This results in redundant review processes among Purchasing, Legal, and the City Clerk's Office and increases the potential for administrative errors.



City Clerk

BUDGETED EXPENSE TOTAL | $456,475
CHANGE FROM PRIOR YEAR | $84,292

New Programs continued...

The proposed software would modernize procurement and contract administration by creating a unified electronic platform for bidding, evaluation, and contract development. Key features under consideration include:Automated contract generation using logic-based templates

- Digital vendor registration and management
- Secure electronic bid submission and bid opening
- Automated workflow routing for evaluations and approvals
- Integrated document storage and version control
- Automated tracking of insurance, deadlines, and contract renewals
- Enhanced analytics and reporting capabilities

Implementing an integrated system would allow the City to eliminate many paper-based processes associated with Invitations for Bids (IFBs), Requests for Proposals (RFPs), and contract documentation while improving efficiency, transparency, and compliance.
Several platforms designed specifically for government procurement are being considered and the City is prepared to enter into a Request for Proposals process. These systems provide secure electronic bid submission, automated bid tabulation, vendor communication tools, and contract lifecycle management capabilities.
Adoption of an electronic procurement and contract management system will improve operational efficiency, enhance vendor participation, increase transparency in the bidding process, and allow the City to track procurement data more effectively for cost savings and supplier diversity initiatives.



City Clerk

BUDGETED EXPENSE TOTAL | $456,475
CHANGE FROM PRIOR YEAR | $84,292

Accomplishments and Challenges

The Clerk's Office filing plan has been completed and serves as a critical tool for organizing and managing records according to the records retention schedule. The Records Specialist continues to work with other departments to develop their own filing plans and establish metadata standards within Questys to ensure consistent archiving practices.

The long-term goal is to establish a single comprehensive filing plan covering the entire organization, aligned with the local government retention schedule. This framework will serve as a "guidebook" for how records are named, stored, and maintained, providing consistency across departments and assisting with onboarding and training of new staff.

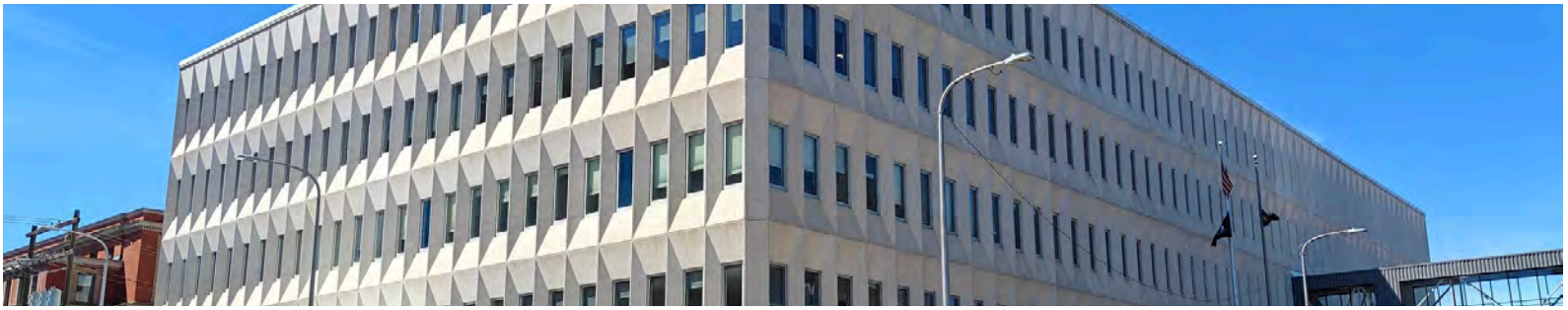
The records intern recently completed a two-year project indexing and digitizing City resolutions, significantly improving access to historical legislative records and supporting the City's long-term digital preservation goals.

Preparation of meeting minutes has improved with the use of AI-generated transcripts; however, the process remains time-intensive and requires further refinement before it can be implemented across all boards and commissions.

Department Goals and Future Growth

- Continue digitization of paper records to improve public access and reduce physical storage requirements.
- Expand the City's records management program and continue implementation of departmental filing plans.
- Implement an electronic bidding and contract management platform to streamline procurement processes and improve transparency.
- Amend and update City Code sections affecting administration and the City Clerk's Office.
- Add three additional FTE positions in future years, including two positions dedicated to expanding the records management program and one position dedicated to managing the growing number of public records requests.

FACILITIES MANAGEMENT



Facilities Management

BUDGETED EXPENSE TOTAL | $2,233,438

CHANGE FROM PRIOR YEAR | ($339,732)

City Hall

Year-one charges were based on early estimates that turned out to be higher than actual costs once the building was fully operating and usage was understood. FY27 department charges are being adjusted to reflect the real expenses.

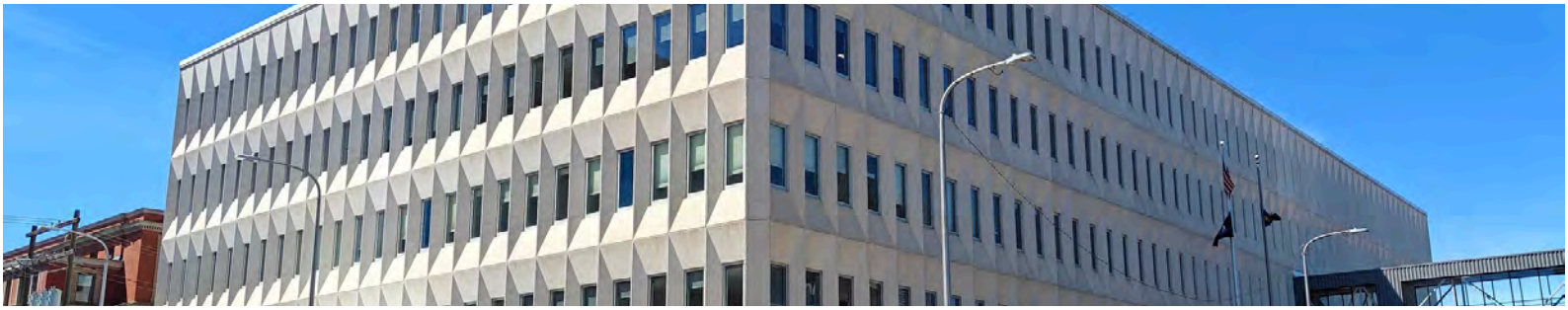
Allocation of Funds

Allocations to the departments are increasing due to the following reasons:

- City Hall Basement parking charges
- Third floor vacancy
- Upcoming Capital Improvement Projects

Billings Operation Center

These departments will see a 3% increase in tenant charges. The savings from the contracted custodial services will be allocated to Capital Improvements as the Billings Operations Center is projecting $7.7 million dollars in upcoming capital improvement projects in the next five years.



Budget Justification

BUDGETED EXPENSE TOTAL | $2,233,438

CHANGE FROM PRIOR YEAR | ($339,732)

Fire Department

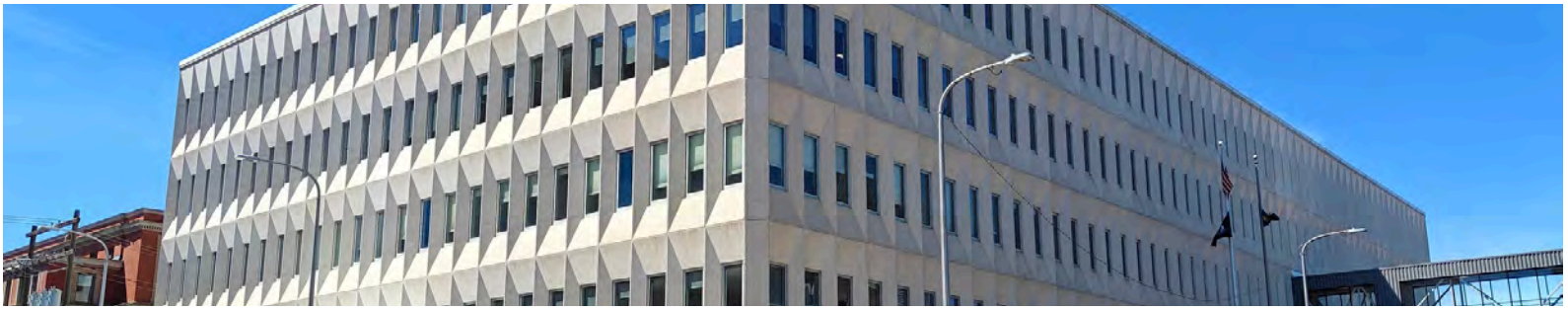
The Fire Department will see a 3% increase in their Facilities Management Services These funds are retained by the Facilities Division to offset personnel costs.

Animal Shelter

The Police Department will receive a 3% increase in tenant charges. Facilities Management charges have been suspended until a final decision is made on the future of the animal shelter facility.







Budgeted Revenues

BUDGETED EXPENSE TOTAL | $2,233,438

CHANGE FROM PRIOR YEAR | ($339,732)

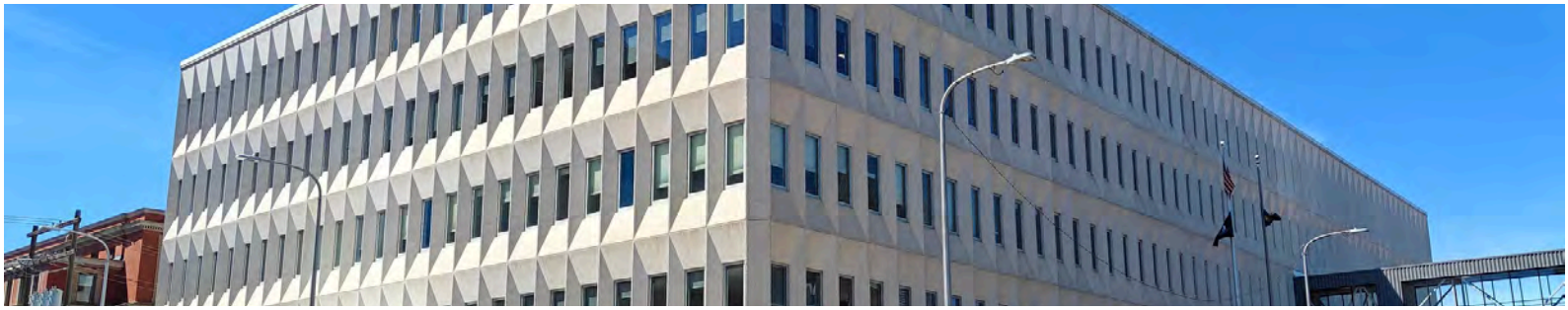
FACILITIES MANAGEMENT FUND
REVENUES BY CLASS

ALL FUNDS

	ACTUAL FY 24	ACTUAL FY 25	BUDGET FY26	ESTIMATE FY26	PROPOSED FY27
REVENUES:					
TAXES	$ 199,999	$ 200,000	$ -	$ -	$ -
CHARGES FOR SERVICES	735,625	1,197,827	1,416,833	1,311,796	1,393,370
INTERGOVERNMENTAL	672,399	657,956	-	-	-
RENTS	1,554,982	1,751,077	1,587,254	1,671,353	1,330,381
INVESTMENT EARNINGS	646,953	286,988	281,262	170,354	210,868
MISCELLANEOUS	11,954,202	576,425	-	695,337	-
TRANSFERS	350,294	841,921	-	-	-
TOTAL REVENUES	**$ 16,114,454**	**$ 5,512,194**	**$ 3,285,349**	**$ 3,848,840**	**$ 2,934,619**

FACILITIES MANAGEMENT FUND
REVENUES BY FUND

ALL FUNDS	ACTUAL FY 24	ACTUAL FY 25	BUDGET FY26	ESTIMATE FY26	PROPOSED FY27
REVENUES:					
CITY HALL CONSTRUCTION	$ 11,149,690	$ 2,444,492	$ 135,188	$ 719,557	$ -
FACILITIES MANAGEMENT	4,964,764	3,067,702	3,150,161	3,129,283	2,934,619
TOTAL REVENUES	**$ 16,114,454**	**$ 5,512,194**	**$ 3,285,349**	**$ 3,848,840**	**$ 2,934,619**



Budgeted Expenses

BUDGETED EXPENSE TOTAL | $2,233,438

CHANGE FROM PRIOR YEAR | ($339,732)

FACILITIES MANAGEMENT FUND
OPERATING BUDGET BY CLASS

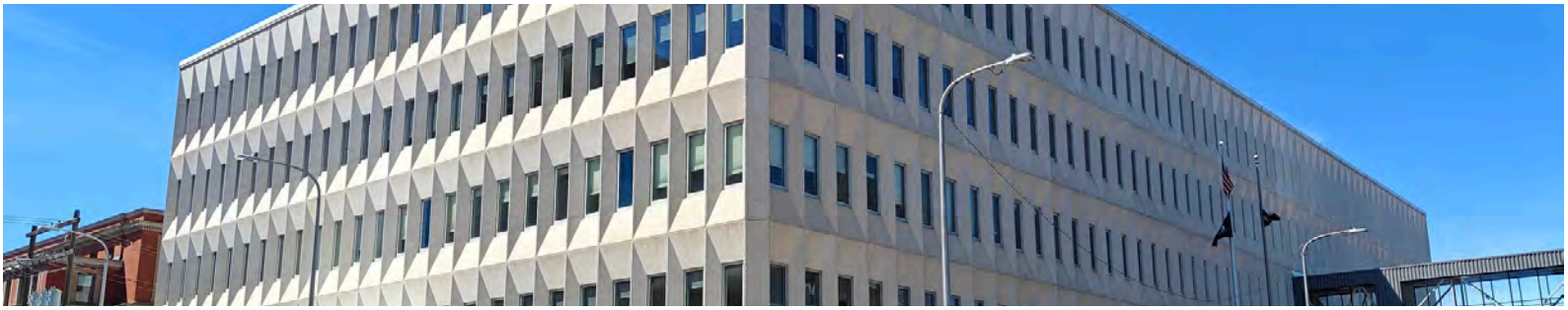
ALL FUNDS

	ACTUAL FY 24	ACTUAL FY 25	BUDGET FY26	ESTIMATE FY26	PROPOSED FY27
EXPENDITURES:					
PERSONAL SERVICES	$ 862,162	$ 770,813	$ 1,156,394	$ 617,193	$ 563,059
OPERATIONS AND MAINTENANCE	2,968,660	1,537,942	1,275,076	1,839,440	1,615,379
CAPITAL	22,882,245	5,318,100	88,000	150,883	55,000
BOND ISSUANCE COSTS	80,000	15,989	-	-	-
TRANSFERS OUT	-	260,202	543,734	841,521	-
TOTAL EXPENDITURES	**$ 26,793,067**	**$ 7,903,046**	**$ 3,063,204**	**$ 3,449,037**	**$ 2,233,438**

FACILITIES MANAGEMENT FUND
OPERATING BUDGET BY FUND

ALL FUNDS

	ACTUAL FY 24	ACTUAL FY 25	BUDGET FY26	ESTIMATE FY26	PROPOSED FY27
EXPENDITURES:					
CITY HALL CONSTRUCTION	$ 23,004,745	$ 5,602,032	$ 490,034	$ 992,404	$ -
FACILITIES MANAGEMENT	3,788,322	2,301,014	2,573,170	2,456,633	2,233,438
TOTAL EXPENDITURES	**$ 26,793,067**	**$ 7,903,046**	**$ 3,063,204**	**$ 3,449,037**	**$ 2,233,438**



Staffing Authorization

BUDGETED EXPENSE TOTAL | $2,233,438

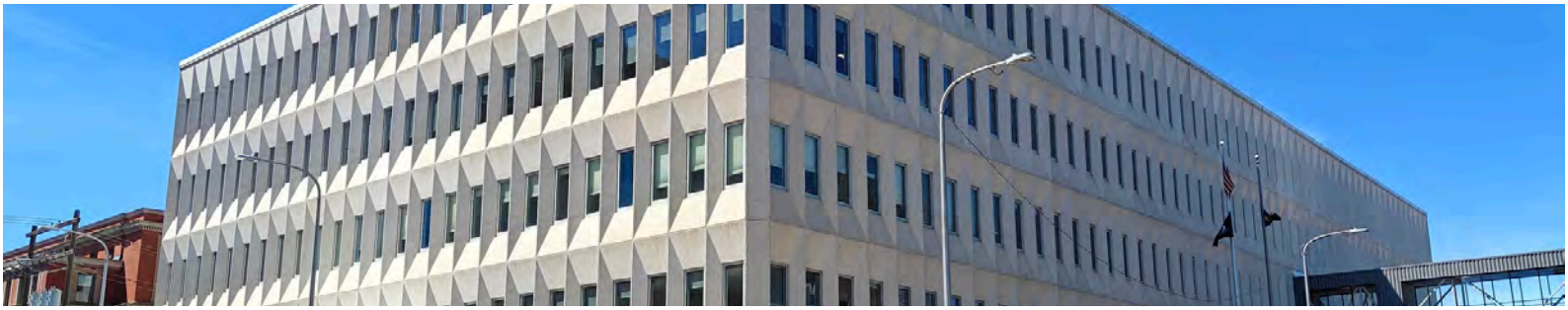
CHANGE FROM PRIOR YEAR | ($339,732)

The Facilities Division proposes reclassifying Maintenance Support II positions to Maintenance Mechanic to better align job titles with actual technical requirements. The mechanic role handles critical systems, including the replacement of motors, pumps, belts, filtration units, and building control systems. Reclassifications will be implemented only upon position vacancies:

- FY27 Impact: One (1) immediate reclassification for an existing vacancy.
- Long-term Impact: One (1) additional reclassification anticipated within the next three years to coincide with a planned retirement.

This reclassification represents a 24.47% increase in hourly wages. Recruiting at the mechanic grade allows the Division to hire and retain personnel with the specialized skills necessary to manage complex building systems internally. By elevating this role, the Division anticipates increased system uptime and a reduction in high-cost emergency contractor repairs, as technical tasks previously outsourced can now be performed by on-site staff.

Grade	Title	Step 1	Step 7
154	Facilities Support II	21.123	28.3046
176	Facilities Maintenance Mechanic	26.2921	35.2312
	Pay Increase	5.1691	6.9266



Staffing Authorization

BUDGETED EXPENSE TOTAL | $2,233,438

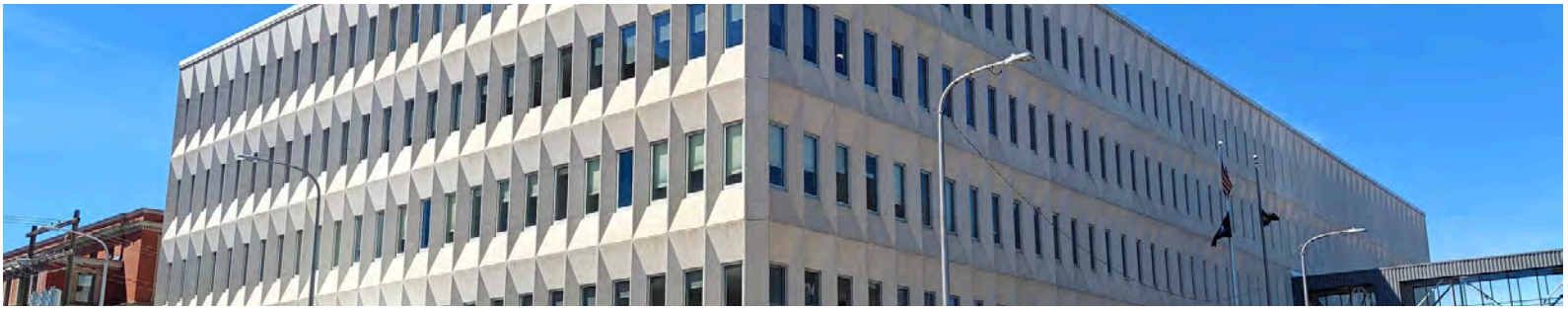
CHANGE FROM PRIOR YEAR | ($339,732)

POSITION	ACTUAL FY 24	ACTUAL FY 25	BUDGET FY26	PROPOSED FY27
FACILITIES MANAGER	0.3	0.3	1.0	1.0
FACILITIES SUPERINTENDENT	1.0	1.0	-	-
FACILITIES SPECIALIST	1.0	1.0	1.0	1.0
LEAD MAINTENACE TECHNICIAN	1.0	1.0	1.0	1.0
FACILITIES MAINTENANCE MECHANIC	-	-	-	1.0
FACILITIES MAIN SUPPORT I	3.0	3.0	3.0	-
FACILITIES MAIN SUPPORT II	2.0	2.0	4.0	1.0
TOTAL	8.3	8.3	10.0	5.0









Facilities Management

BUDGETED EXPENSE TOTAL | $2,233,438

CHANGE FROM PRIOR YEAR | ($339,732)

Department Goals

Goal: Reduce vendor expenses.

Objective: Minimize reactive equipment repairs and maintenance.

Key Actions:

- Develop and launch an Equipment Replacement Program
- Implement comprehensive Preventative Maintenance Programs

5-Year Outlook

The Facilities Division is shifting from reactive repairs to data-driven asset management. In FY27, we will launch an Equipment Replacement Plan and begin detailed tracking of all work orders to build accurate cost and performance baselines. In the following years, we will refine these metrics to improve budgeting and define project needs. By the end of the five-year cycle, the Division will operate proactively, supported by a revolving Equipment Replacement Plan and a fully developed Preventative Maintenance program that improves system reliability and reduces long-term costs.

BUILDING DIVISION



Building Division

BUDGETED EXPENSE TOTAL | $2,979,332

CHANGE FROM PRIOR YEAR | ($12,663)

Rendering of New Aeries Tower at St. John's United Campus (credit A&E + SMA Design)



CITY OF Billings

Budget Justification

The Building Division is responsible for issuing permits, performing plan review, and conducting field inspections for commercial and residential construction within the City of Billings. The Division acts as an information source to both the construction community and the public as it relates to building codes and construction. The Building Division is a Special Revenue Fund, as all funding is obtained through user fees, which are restricted by State Law to only be utilized for building code enforcement.



Budgeted Revenues

BUDGETED EXPENSE TOTAL | $2,979,332

CHANGE FROM PRIOR YEAR | ($12,663)

All revenue for the Building Division is collected through permitting and plan review fees. Revenues can fluctuate a great deal based on actual construction activity, which can be difficult to predict. We estimate revenues based on recent activity, known planned construction activity, and regional and national trends. We believe the construction activity will continue generally at the current levels in the coming fiscal year. A few large projects we are tracking to begin at the end of FY26 and beginning of FY27 include a downtown hotel project and the new housing tower on the St. John's campus. The Aeries tower at St. John's is the first residential mass timber high rise in the state.

Permit and plan review revenues for FY27 are projected to be $2,471,256, which is $218,641 less than last year's budgeted revenues.

The actual FY26 revenue collected through the first eight months of FY26 is significantly higher than the budgeted amount. We are estimating that we will end FY26 with nearly $1.5 million more revenues than budgeted. The City Council approved a resolution in February 2026 to reduce permit fees by about 25% and commercial plan review fees by 5%. The reduced fees are the primary reason the estimated revenue is less than last year's estimate. The new fees went into effect in late March 2026.

	ACTUAL FY 24	ACTUAL FY 25	BUDGET FY 26	ESTIMATE FY 26	PROPOSED FY 27
REVENUE:					
LICENSES & PERMITS	$ 2,601,757	$ 3,024,411	$ 2,521,000	$ 4,027,494	$ 2,259,000
INTEREST ON INVESTMENTS	103,347	199,438	160,897	161,270	211,256
MISCELLANEOUS	6,175	5,628	8,000	3,600	1,000
TOTAL REVENUE	$ 2,711,279	$ 3,229,477	$ 2,689,897	$ 4,192,364	$ 2,471,256



Budgeted Expenses

BUDGETED EXPENSE TOTAL | $2,979,332

CHANGE FROM PRIOR YEAR | ($12,663)

Expenditures are set at $2,965,992 for FY27. Most of our expenses are personnel and O&M for our office and vehicles. Expenses for the coming fiscal year are budgeted to be $26,003 less than FY26. There are no planned vehicle or other large expenses planned in FY27. We will be purchasing multiple new computers and inspector's mobile devices per IT's replacement plan.

FUND 2090

	ACTUAL FY 24	ACTUAL FY 25	BUDGET FY 26	ESTIMATE FY 26	PROPOSED FY 27
EXPENDITURES:					
PERSONAL SERVICES	$ 1,597,581	$ 1,696,691	$ 2,219,834	$ 1,860,824	$ 2,172,161
OPERATIONS & MAINT.	685,773	967,425	767,161	931,402	787,171
CAPITAL	228,918	240,492	5,000	86,518	20,000
INTERFUND TRANSFERS	-	-	-	-	-
TOTAL EXPENDITURES	$ 2,512,270	$ 2,904,608	$ 2,991,995	$ 2,878,744	$ 2,979,332

Reserves

The Building Division currently holds close to $6,000,000 in reserves, with a significant increase experienced this fiscal year due to multiple large projects. Holding a 10-12 month reserve allows the Building Division to weather periods of lower construction activity without significantly affecting the Division operations. We reduced fees starting in March 2026 to reduce our reserves to the 10-12 month target over the next one to two budget cycles.



Programs

BUDGETED EXPENSE TOTAL | $2,979,332

CHANGE FROM PRIOR YEAR | ($12,663)

New Programs

We recently implemented a new online permitting and plan review program. The new system has features such as a user-friendly online portal for customers, online payment capability, electronic plan review, online inspection scheduling and correction notices, and a mobile app for use in the field.

The State of Montana will be adopting the 2024 ICC building codes in Summer of 2026. By state law, the City must adopt the codes by administrative order within 90 days of the state adoption. We will schedule informational training and provide resources to the public to make them aware of the code adoption schedule and significant changes to the codes.

We continue to engage regularly with the local Homebuilder's Association and the Development community through meetings, forums, and trainings.

5-Year Outlook:

Over the next five years, the Building Division anticipates continued growth to serve our growing community. We have added 4 FTE over the last 10 years and assuming growth continues at this rate, we will add 1 or 2 additional FTEs over the next 5 years, likely a plans examiner or combination building inspector.

We will closely monitor our reserves and revenues and may come to council with another resolution to either increase or decrease fees as needed to stabilize the reserve amount.

The next five years will see replacement of up to 5 inspector vehicles.



Staffing Authorization

BUDGETED EXPENSE TOTAL | $2,979,332

CHANGE FROM PRIOR YEAR | ($12,663)

POSITION	ACTUAL FY 24	ACTUAL FY 25	BUDGET FY 26	PROPOSED FY 27
BUILDING OFFICIAL	1.0	1.0	1.0	1.0
ADMINISTRATIVE SUPPORT II	1.0	1.0	1.0	1.0
SR. COMBINATION INSPECTOR	1.0	1.0	1.0	1.0
DEPUTY BUILDING OFFICIAL	1.0	1.0	1.0	1.0
SR. PERMIT TECHNICIAN/COORD	1.0	1.0	1.0	1.0
BUILDING RECORDS SPECIALIST	1.0	1.0	1.0	1.0
PLANS EXAMINER	3.0	3.0	3.0	3.0
ELECTRICAL INSPECTOR I/II	2.0	2.0	2.0	2.0
COMBINATION INSPECTOR I/II/III	5.0	5.0	6.0	6.0
PLUMBING INSPECTOR	1.0	1.0	1.0	1.0
PROJECT COORDINATOR	-	-	1.0	1.0
ADMINISTRATIVE SUPPORT I	0.3	0.3	-	-
FIRE PROTECTION ENGINEER	-	-	1.0	1.0
BUILDING PERMIT TECH	1.0	1.0	-	-
TOTAL	18.3	18.3	20.0	20.0

FLEET SERVICES



Fleet Management

BUDGETED EXPENSE TOTAL | $2,588,261

CHANGE FROM PRIOR YEAR | $67,114

The FY27 budget for the Fleet Services Division is $2,584,190; this represents an increase of $67,114 from the previous year for Operations, Maintenance, and Personnel.
Services provided by the Fleet Service Division include the maintenance and repair of City vehicles and equipment; preventive maintenance programs; parts and fuel inventory management; Fleet vehicle inventory; fuel supply, management, procurement and storage; Equipment Replacement Plan (ERP); Fleet computer module operation and maintenance; processing competitive bids for equipment procurement; assisting departments with vehicle specifications and vehicle disposal; preparing vehicles for service; maintenance activity reporting and City mail courier services. There will be increases in payroll expenses because of the 3.5% COLA, IT charges, Building Rent charges and Liability Insurance.

Fleet Services revenues are generated from user departments for services provided. This includes revenues from mechanical labor, parts, tires and fuel markup, courier services, vehicle rental and interest on investments. The total projected revenue for FY27 is $2,899,189, an increase of $113,177 from the prior year. The change in the revenues is also subject to any changes in the cost of fuel.



Budget Justification



Fleet Management

BUDGETED EXPENSE TOTAL | $2,588,261

CHANGE FROM PRIOR YEAR | $67,114

Accomplishments

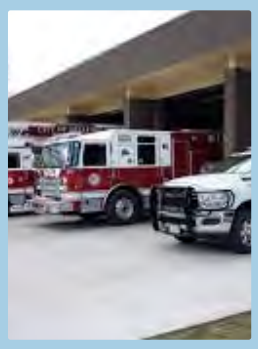
We have completed our third year with our new Fleet Management program, AssetWorks. Fleet Services went live with AssetWorks in November 2022 and this program has significantly contributed to the overall success of managing a fleet of over 1100 pieces of equipment as well as providing a customized billing system.

5 Year Outlook:

Fleet Services' goal for the next 5 years is to add a total of 10 work bays at the end of our shop at 4848 Midland Road. This will be accomplished by securing the old wash bays and turning them into four mechanic work bays and adding an additional six work bays as part of the Fleet shop addition. The added ten bays to our shop will accommodate three more mechanics comfortably. A total of 13 mechanics and 3 service technicians will then allow us to adequately accommodate and keep up with the City's ever-growing fleet of nearly 1100 pieces of large equipment and vehicles.











Goals

BUDGETED EXPENSE TOTAL | $2,588,261

CHANGE FROM PRIOR YEAR | $67,114

Goal: Upgrade all four fuel pump towers.
Action: Conversion and Implementation of the four new Fuel tower.
Action: Implement a fuel distribution tower that is supported by our IT Department.
Outcome(s):
A new tower that is more friendly for the user but still communicates with our EKOS system.

Goal: Continue to enhance further development of Fleet maintenance technology and training programs such as EVT training.
Action: Acquisition of updated technical tools, diagnostic software and equipment required to support current technology.
Action: Provide various training opportunities for staff including the new Fleet Management system and current diagnostics for light and heavy-duty equipment applications as well as Emergency Vehicles Training. Maintain employee development and technical training.
Action: Transition to a web-based Fleet Management system that will provide technicians with up- to-date information and history of Fleet equipment.
Outcome(s):
A trained and equipped staff that will help improve capabilities for effective updated diagnostics and proficient repair and maintenance of the City fleet.

Goal: Groom Fleet employees for potential promotions.
Action: Recognize employee potential and willingness for increased responsibilities.
Action: Allow employees to solve difficult problems and to shadow higher-level positions.
Action: Provide the required training for additional responsibilities.
Outcome(s):
A well-trained staff that is recognized for their skills and abilities,
which increases employee morale and retention. The potential for Fleet Services Division to have qualified employees ready to move into higher level positions.

Goal: Update the Equipment Replacement Plan (ERP) for the FY2027 and future year's budgets.
Action: Assist departments with planning, preparation and presentation.
Action: Prepare replacement documents for committee review and recommendations.
Action: Prepare and participate in presentation of plan documents for City Administration and Council approval.
Action: Formalize final plan documents for incorporation into the FY2026 budget.
Outcome(s): An established comprehensive plan designed to systematically replace and fund City vehicles and equipment.



Staffing Authorization

BUDGETED EXPENSE TOTAL | $2,588,261

CHANGE FROM PRIOR YEAR | $67,114

No staffing changes for FY27.

POSITION	ACTUAL FY 24	ACTUAL FY 25	BUDGET FY 26	PROPOSED FY 27
FLEET SERVICES MANAGER	1.0	1.0	1.0	1.0
MECHANIC II	4.0	5.0	5.0	7.0
MECHANIC III	2.0	2.0	2.0	2.0
MECHANIC IV	2.0	2.0	2.0	1.0
LEAD MECHANIC	1.0	1.0	1.0	-
FLEET SERV SHOP FOREMAN	1.0	1.0	1.0	1.0
ADMINISTRATIVE SUPPORT II	1.0	1.0	1.0	1.0
STORES CLERK	-	-	-	-
VEHICLE SERVICE TECHNICIAN	3.0	3.0	3.0	3.0
INVENTORY CONTROL SPEC. I	2.0	2.0	2.0	2.0
COURIER/ACCOUNT CLERK II	1.0	1.0	1.0	1.0
TOTAL	18.0	19.0	19.0	19.0



Revenues & Expenses

BUDGETED EXPENSE TOTAL | $2,588,261

CHANGE FROM PRIOR YEAR | $67,114

FLEET SERVICES FUND
OPERATING BUDGET

FUND 6010

	ACTUAL FY 24	ACTUAL FY 25	BUDGET FY 26	ESTIMATE FY 26	PROPOSED FY 27
REVENUES:					
FLEET SERVICES	$ 3,528,117	$ 2,069,333	$ 2,664,819	$ 2,254,711	$ 2,746,392
COURIER	40,752	42,795	45,472	45,472	46,788
INTEREST EARNINGS	121,372	101,499	75,721	70,553	106,009
INTERGOVERNMENTAL	30,564	16,472	-	-	-
MISCELLANEOUS	31,204	40,423	-	66,938	-
TOTAL REVENUE	**$ 3,752,009**	**$ 2,270,522**	**$ 2,786,012**	**$ 2,437,674**	**$ 2,899,189**
EXPENSES:					
PERSONAL SERVICES	$ 1,354,843	$ 1,688,676	$ 1,843,905	$ 1,586,253	$ 1,843,657
MOTOR POOL FACILITIES					
OPERATION & MAINTENANCE	1,325,262	500,521	628,171	481,856	664,604
CAPITAL	-	-	45,000	52,691	80,000
TRANSFERS OUT	165,191	86,981	-	-	-
TOTAL EXPENSES	**$ 2,845,296**	**$ 2,276,178**	**$ 2,517,076**	**$ 2,120,800**	**$ 2,588,261**

MAYOR & CITY COUNCIL



Mayor and Council

BUDGETED EXPENSE TOTAL | $442,722

CHANGE FROM PRIOR YEAR | ($24,991)

The Mayor and City Council are funded through the General Fund. The Mayor is elected at large, and two councilpersons are elected in each of the five wards. The Mayor and Councilors serve four-year terms and are limited to two consecutive terms. Members must reside within the Ward from which they are elected and must be qualified voters of the city.

The Mayor and City Council budget reflects an overall net decrease of $24,991 from FY26. The decrease is primarily a result of a Personal Services dropping by $25,873 for estimated health insurance costs, while Salary & Wages remained close to FY26 budgeted amounts.

Operations and Maintenance increased in total by $882. FY27 budgeted increases include $6,337 for facility charges, $758 for parking fees and $1,000 for membership fees offset by a reduction in computer equipment costs of $7,600.



This year's budget also includes $35,000 for Council Contingency which is the same amount that was budgeted in FY26. Council Contingency is an amount available for directed use by the City Council upon affirmative vote by the majority of City Council.

Budget Justification



Expenses

BUDGETED EXPENSE TOTAL | $442,722

CHANGE FROM PRIOR YEAR | ($24,991)

MAYOR AND CITY COUNCIL
OPERATING BUDGET

	ACTUAL FY 24	ACTUAL FY 25	BUDGET FY 26	ESTIMATE FY 26	PROPOSED FY 27
PERSONAL SERVICES	$ 199,727	$ 215,576	$ 239,515	$ 221,711	$ 213,642
OPERATIONS AND MAINTENANCE	100,670	168,219	228,198	232,346	229,080
CAPITAL	-	10,075	-	-	-
TRANSFERS	10,000	-	-	-	-
TOTAL EXPENDITURES	$ 310,397	$ 393,870	$ 467,713	$ 454,057	$ 442,722

MAYOR AND CITY COUNCIL
DEPARTMENT EXPENSE

	ACTUAL FY 24	ACTUAL FY 25	BUDGET FY 26	ESTIMATE FY 26	PROPOSED FY 27
GENERAL FUND	$ 310,397	$ 393,870	$ 467,713	$ 454,057	$ 442,722
TOTAL EXPENDITURES	$ 310,397	$ 393,870	$ 467,713	$ 454,057	$ 442,722



Council Members

BUDGETED EXPENSE TOTAL | $442,722

CHANGE FROM PRIOR YEAR | ($24,991)



Mayor Mike Nelson



Kendra Shaw
Ward 1



Denis Pitman
Ward 2



Amy Aguirre
Ward 3



Andrew Lindley
Ward 4



Mike Boyett
Ward 5



Mark Nicholson
Ward 1



Roy Neese
Ward 2



Bill Kennedy
Ward 3



Scott Aspenlieder
Ward 4



Tony O'Donnell
Ward 5

NON-DEPARTMENTAL



Non-Departmental

BUDGETED EXPENSE TOTAL | $34,044,738

CHANGE FROM PRIOR YEAR | $1,236,410

The non-departmental budget consists of items that do not fit within a specific department/division budget. This includes transfers for Public Safety, Library, Planning, Parks and Recreation, strategic planning initiatives and various other expenditures. The $1,236,410 overall increase in expenditures from FY26 is a result of the legislative changes increasing interdepartmental transfers to the Parks Rec Department, Public Safety, and Library out of the General Fund while professional services and liability insurance has decreased.





Budget Justification



Budgeted Expenses

BUDGETED EXPENSE TOTAL | $34,044,738

CHANGE FROM PRIOR YEAR | $1,236,410

NON-DEPARTMENTAL

GENERAL FUND

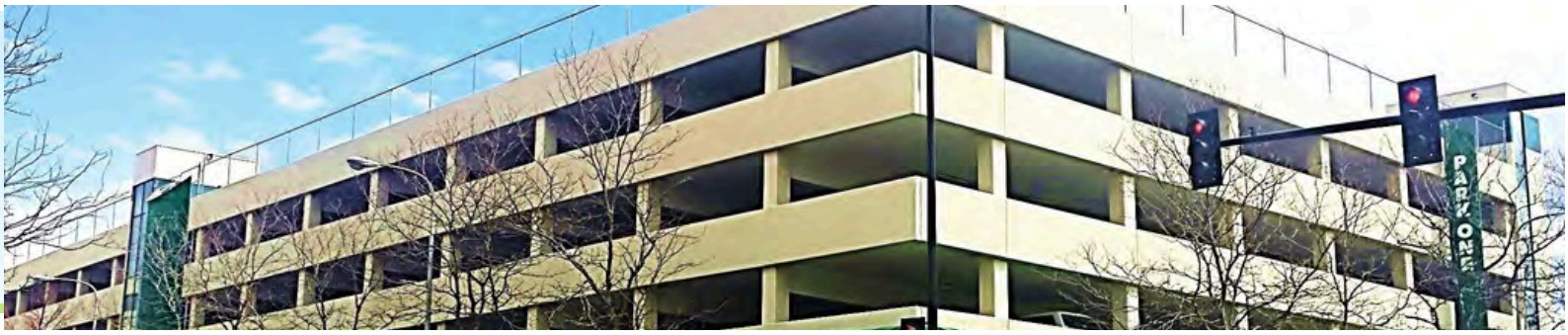
	ACTUAL FY 24	ACTUAL FY 25	BUDGET FY 26	ESTIMATE FY 26	PROPOSED FY 27
PERSONAL SERVICES	$ 100,001	$ 119,177	$ 125,000	$ 125,000	$ 125,000
OPERATIONS AND MAINTENANCE	5,060,790	942,567	1,775,628	1,500,000	848,661
CAPITAL	-	3,596	-	-	-
TRANSFERS	24,856,907	31,602,683	30,907,700	30,907,700	33,071,077
TOTAL EXPENDITURES	$ 30,017,698	$ 32,668,023	$ 32,808,328	$ 32,532,700	$ 34,044,738

NON-DEPARTMENTAL

GENERAL FUND

	ACTUAL FY 24	ACTUAL FY 25	BUDGET FY 26	ESTIMATE FY 26	PROPOSED FY 27
SICK AND VACATION PAYOFF	$ 100,001	$ 119,177	125,000	125,000	125,000
LIABILITY INSURANCE	989,202	553,919	1,152,128	1,152,128	380,301
PROFESSIONAL SERVICES	477,122	368,517	603,500	329,872	454,860
SPECIAL ASSESSMENTS	17,453	20,131	20,000	18,000	13,500
FRANCHISE FEE SETTLEMENT	3,577,012	-	-	-	-
CAPITAL	-	3,596	-	-	-
TRANSFERS TO OTHER FUNDS					
LIBRARY	1,372,419	1,394,332	1,392,818	1,392,818	1,211,824
COMMUNITY DEVELOPMENT	66,552	35,387	51,470	51,470	42,343
CITY HALL LEASE	-	151,864	-	-	234,056
PARKS AND RECREATION	3,823,482	7,506,100	7,027,866	7,027,866	7,235,188
PLANNING	300,000	100,000	100,000	100,000	100,000
PUBLIC SAFETY	19,294,455	22,415,000	22,335,546	22,335,546	24,247,666
TOTAL EXPENDITURES	$ 30,017,698	$ 32,668,023	$ 32,808,328	$ 32,532,700	$ 34,044,738

PARKING



Parking Division

BUDGETED EXPENSE TOTAL | $2,384,526

CHANGE FROM PRIOR YEAR | ($933,009)

Budget Justification

The FY27 Parking Division budget totals $2,384,526, representing a decrease of $933,009 compared to FY26. The reduction is primarily due to significant capital outlay projects included in the FY26 budget for restoration work at the Park 1, Park 2, and Park 3 parking garages. While some work will continue, most of the repair expenditures occurred in FY26.

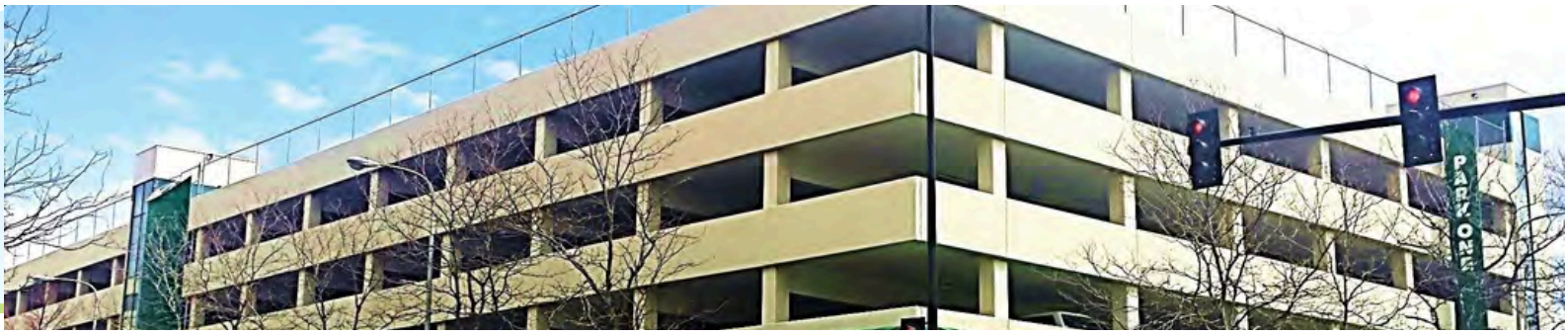
In FY27, the division plans to purchase a garage sweeper/scrubber to improve routine maintenance of the parking garages. The equipment will sweep and scrub garage decks while collecting dirty water generated during the cleaning process, helping preserve the condition of the garage structures and support long-term infrastructure maintenance.

New Programs



The Parking Division has invested in a License Plate Recognition (LPR) system to improve parking enforcement and more accurately monitor signed parking areas. The system will also support potential future parking initiatives such as residential parking permits or expanded paid parking areas.

The division continues to improve security within the parking garages through the installation of additional cameras equipped with artificial intelligence and audio capabilities.



Goals

BUDGETED EXPENSE TOTAL | $2,384,526

CHANGE FROM PRIOR YEAR | ($933,009)

Goal: Maintain financial stability and operational efficiency within the Parking Division.

Action:

oMonitor parking revenues, expenditures, and operational costs to ensure long-term sustainability.

oEnsure monthly parking customers are accurately billed and payments are collected promptly.

oReview parking utilization and evaluate parking rates as needed.

Outcome(s):

·Continued financial stability within the Parking Division.

·Improved financial tracking and reporting.

·Efficient use of operational resources.

Goal: Maintain and preserve parking facilities to ensure safe, clean, and functional infrastructure.

Action:

o Implement the new garage sweeper/scrubber to support routine garage cleaning.

o Conduct regular inspections of garages and surface lots.

o Perform preventative maintenance and repairs.

Outcome(s):

·Improved cleanliness and appearance of parking facilities.

·Extended life of parking structures.

Goal: Enhance safety, security, and enforcement within parking facilities.

Action:

o Continue installing and upgrading security cameras.

o Evaluate lighting improvements to increase visibility.

o Utilize License Plate Recognition (LPR) technology to improve enforcement.

Outcome(s):

·Increased safety and security within parking facilities.

·Improved monitoring and enforcement.

·Greater customer confidence

Goal: Support downtown development and improve parking services through partnerships and technology.

Action:

oMaintain partnerships with Capehon Development related to Park 3 operations.

oContinue coordination with Billings School District #2 regarding the Lincoln Center lot.

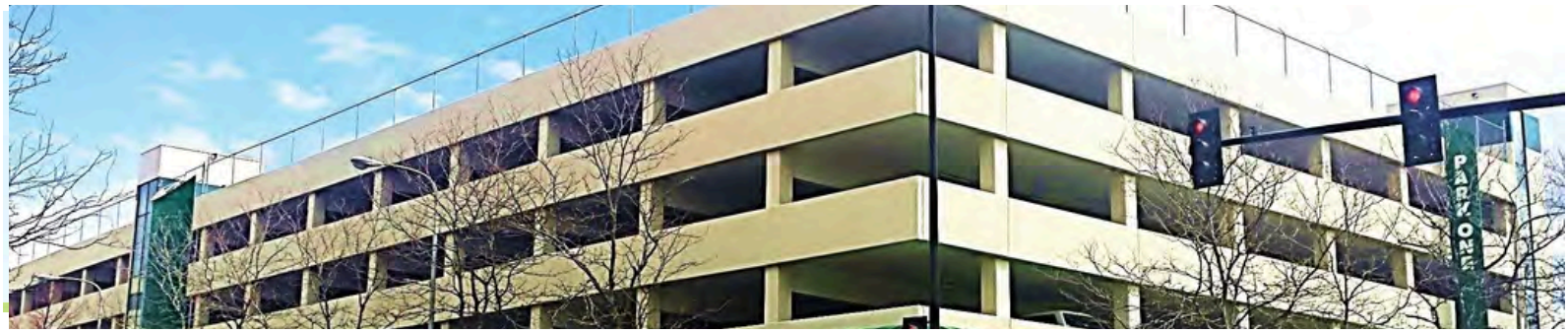
oEvaluate opportunities for digital parking information boards.

Outcome(s):

·Strong working relationships with community partners.

·Improved communication of parking information.

·Parking services that support downtown businesses and visitors.



Parking Division

BUDGETED EXPENSE TOTAL | $2,384,526

CHANGE FROM PRIOR YEAR | ($933,009)

About the Division

The Parking Division manages both on-street and off-street parking in downtown Billings and serves as the clearinghouse for all citywide parking citations.

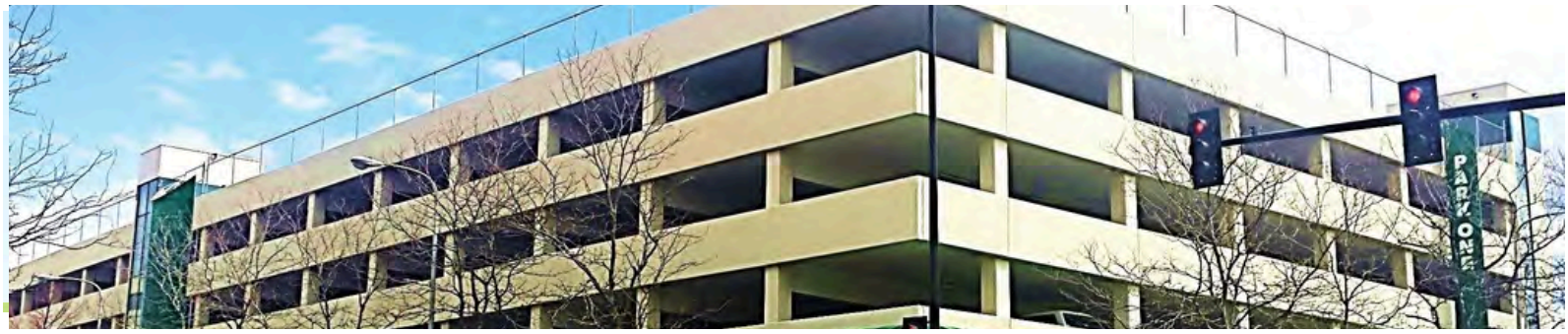
The division currently operates and maintains:

- Four parking garages
- Four surface parking lots
- Approximately 800+ parking meters
- Six Level 2 EV charging ports

The division is currently working with Billings School District #2 to explore a potential agreement related to parking at the Lincoln Center lot. Details of this arrangement are still being finalized.

Staffing Changes

The Parking Division currently has one Facilities Maintenance Support I position vacant. In addition, the Meter Collections/Maintenance position has been unavailable due to extended employee leave. Facilities Maintenance staff have assisted with operational duties to help maintain service levels.



Staffing Authorization

BUDGETED EXPENSE TOTAL | $2,384,526

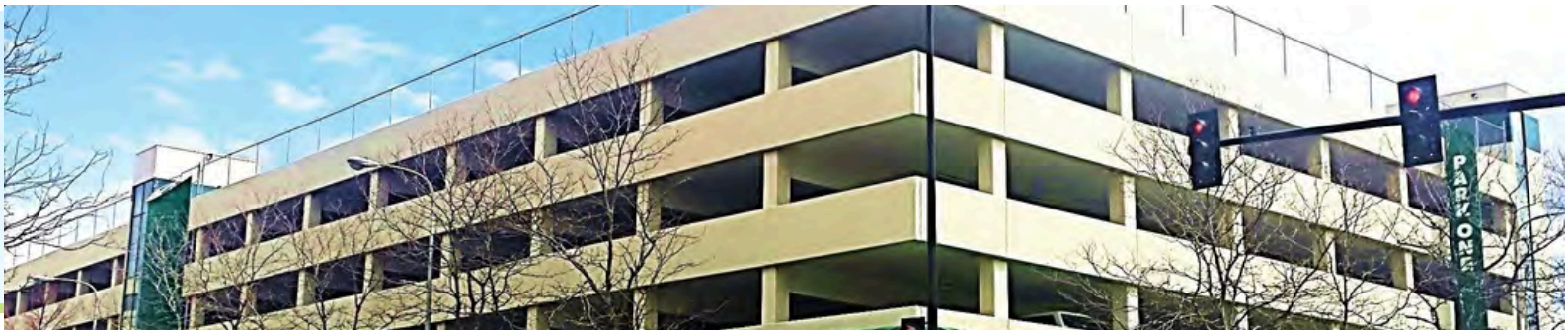
CHANGE FROM PRIOR YEAR | ($933,009)







POSITION	ACTUAL FY 24	ACTUAL FY 25	BUDGET FY26	PROPOSED FY27
PARKING MANAGER	1.0	1.0	1.0	1.0
PARKING GARAGE ATTENDANT	1.0	-	-	-
PARKING METER COLLECTION / MAINTENANCE WORKER	2.0	2.0	2.0	2.0
PKG GARAGE ATTNDT/ACCT CLERK I	2.0	1.0	-	-
FACILITIES MAINT SUPPORT I	3.0	3.0	3.0	3.0
PARKING ENFORCEMENT OFFICERS	3.0	3.0	3.0	3.0
ADMINISTRATIVE SUPPORT II/ACCT CLEK 1	1.0	1.0	1.0	1.0
TOTAL	**13.0**	**11.0**	**10.0**	**10.0**



Budgeted Expenses

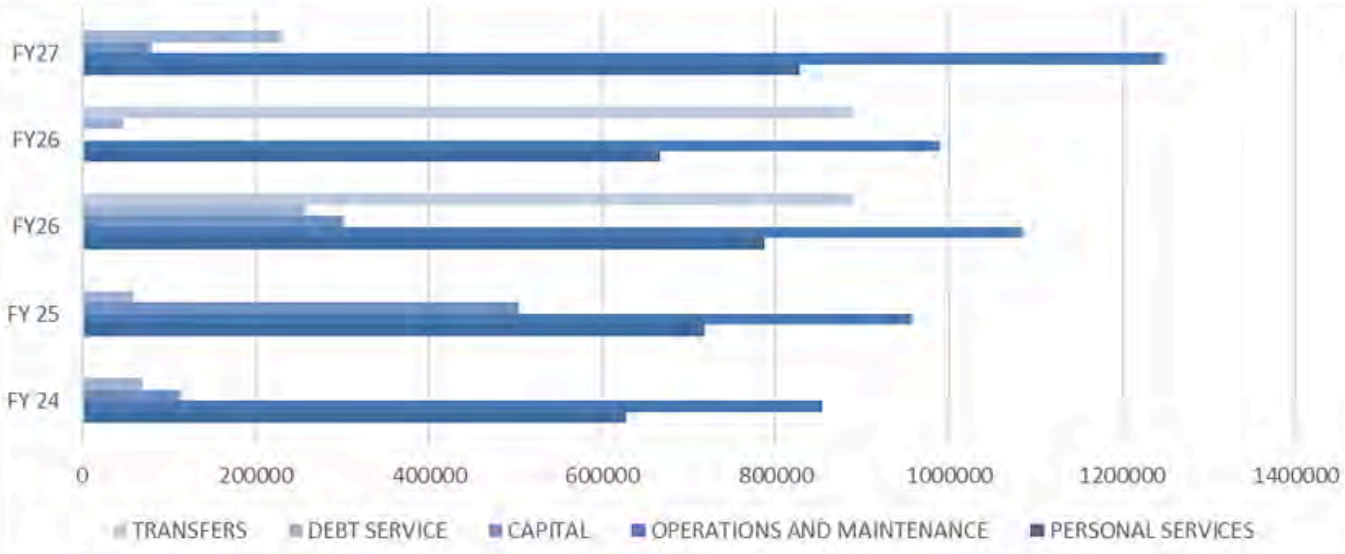
BUDGETED EXPENSE TOTAL | $2,384,526

CHANGE FROM PRIOR YEAR | ($933,009)

PARKING FUND
OPERATING BUDGET

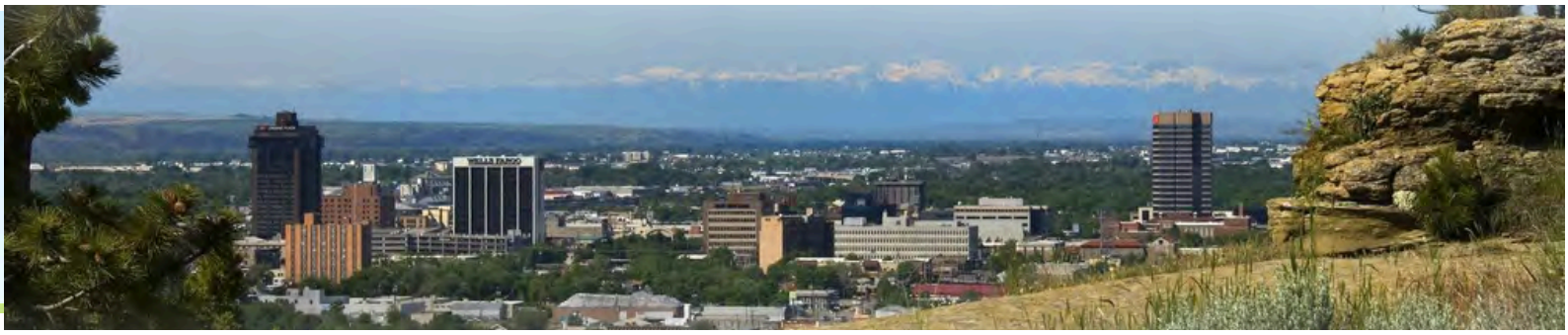
FUND 5210

	ACTUAL FY 24	ACTUAL FY 25	BUDGET FY26	ESTIMATE FY26	PROPOSED FY27
PERSONAL SERVICES	$ 627,713	$ 718,169	$ 787,248	$ 666,000	$ 828,222
OPERATIONS AND MAINTENANCE	853,987	957,856	1,084,101	990,000	1,247,484
CAPITAL	113,472	503,844	301,700	-	79,950
DEBT SERVICE	69,288	59,351	255,783	47,000	228,870
TRANSFERS	-	948	888,703	888,703	-
TOTAL EXPENSES	**$1,664,460**	**$2,240,168**	**$3,317,535**	**$ 2,591,703**	**$2,384,526**



AVIATION & TRANSIT

AIRPORT



Airport

BUDGETED EXPENSE TOTAL | $30,393,132

CHANGE FROM PRIOR YEAR | ($2,866,495)

Budget Justification

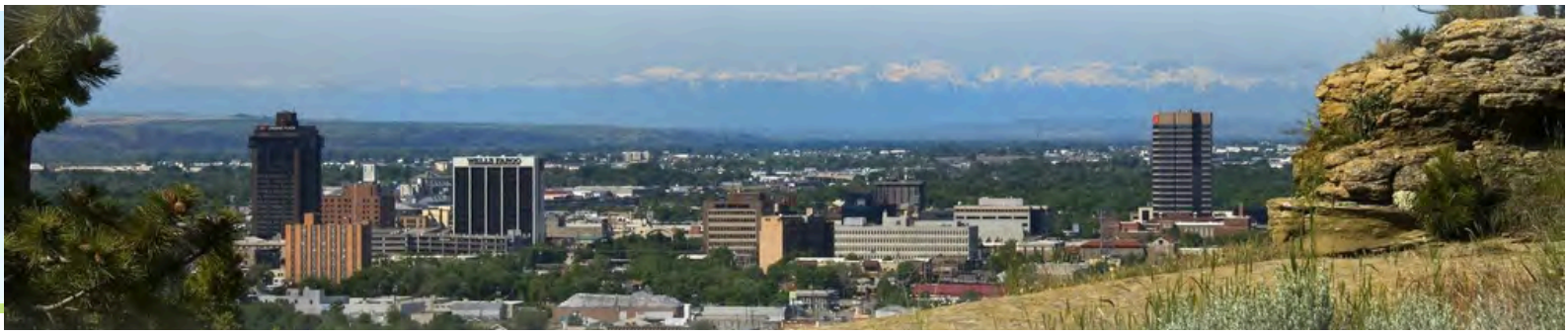
The Aviation Division of the Aviation and Transit Department operates and maintains the City of Billings Logan International Airport, providing the facilities for commercial service airline operators to offer transportation for travelers utilizing the Airport's Terminal Building. In pre-COVID years, the annual number of passengers totaled around 900,000, a new record for the airport! In 2020, the passenger numbers dropped to just over 500,000 and bounced back to more than 1,000,000 during 2025. Other businesses and activities located at the Airport include car rentals, restaurant/deli/lounge, gift shop, public parking, Fixed Base Operators (FBO), radio/avionics repair shops, aircraft maintenance shops, executive hangars, a general aviation hangar complex, air freight/mail operators, the Transportation Security Administration (TSA), the Federal Aviation Administration (FAA), as well as numerous other State and Federal agencies. The Airport operation is a self-supporting Enterprise Fund that does not receive any General Fund or local tax revenue support. Airline landing fees, parking fees, as well as tenant concessions, rental, and lease revenues offset the costs to operate and maintain the Airport's facilities.











Airport

BUDGETED EXPENSE TOTAL | $30,393,132

CHANGE FROM PRIOR YEAR | ($2,866,495)

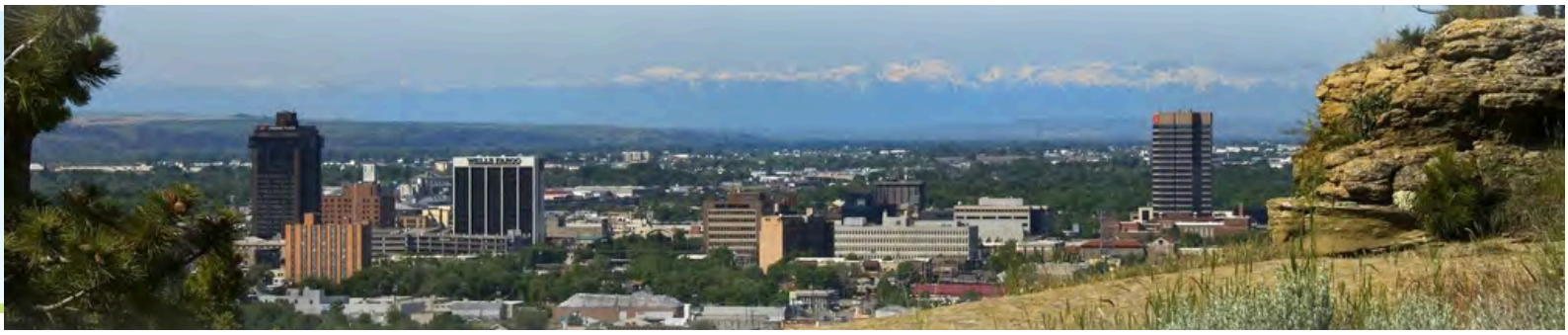
Budget Justification continued...

Revenues

The Airport's FY 2027 budgeted revenues total $25,813,811, which is an increase of $413,262 from the FY 2026 budget. PFC collections are expected to increase as passenger traffic continues to rebound from the lows experienced during the COVID-19 pandemic and the funds will be applied to the purchase of two replacement fire trucks and various other projects for the Airport.Operating revenues for FY 2027 are predicted to be $15,040,811, a slight increase over FY 2026. This is primarily due to the decrease in landing fees as the result of Federal Express losing the USPS mail contract and moving to a contractor with smaller cargo planes. Any capital expenses above the FY 2027 revenues will be covered by airport generated capital reserves.

Expenses

The Airport's Personnel Services FY 2027 budget is $277,934 more than the FY 2026 budget. This increase is due to step increases and the anticipated cost of living wage increase that all employees will receive from labor negotiations.The Airport's FY 2027 Operations and Maintenance budget is $190,000 more than that of FY 2026. This is the result of the Airport anticipating having to implement additional employee screening program requirements, upgrade to CCTV camera systems, and the increase in City of Billings cost allocation charges from other departments. Operating expenses for FY 2027 are budgeted at $11,166,688.



Airport

BUDGETED EXPENSE TOTAL | $30,393,132

CHANGE FROM PRIOR YEAR | ($2,866,495)

Budget Justification continued...

Capital

The FY 2027 capital projects include the following:

- The Airport Improvement Program (AIP) will provide approximately $7,500,000 to fund the ticket counter remodel ($14,166,666), and rehabilitation of the incursion & fuel farm roads ($2,631,578).

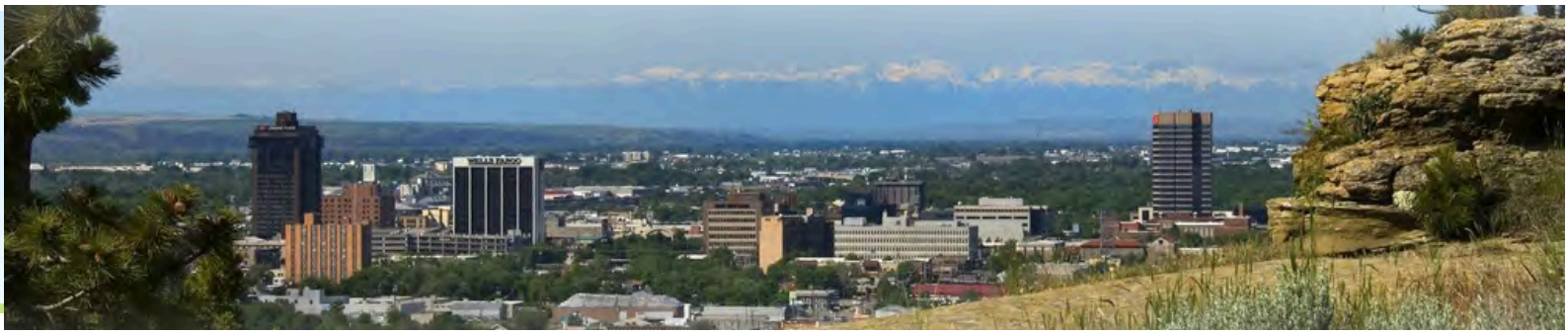
- Passenger Facility Charges (PFC) will provide approximately $2,000,000 to fund the replacement of two new fire trucks.

- There are no Car Rental Facility Charges (CFC) funded projects budgeted for FY 2027. CFCs will be used to pay the 2020B long term debt.

- Other projects budgeted in FY 2027 include: Shuttle lot ($1,700,000), Taxiway H design ($110,000), Airfield equipment - motor patrol, loader, mowers ($1,000,000), and snow removal equipment – broom ($1,000,000).

Debt Service

The Airport's debt service payments consist of principal and interest payments on the Airport's Series 2020B Revenue Bonds secured with CFC revenue. The FY 2027 Debt Service Principal and Debt Service Interest budgets may be less than the FY 2026 budget due to early pay-off of the Terminal Expansion project loan.



Airport

BUDGETED EXPENSE TOTAL | $30,393,132

CHANGE FROM PRIOR YEAR | ($2,866,495)

New Programs

Continue the multi-year Airport Master Plan (AMP) update.

Expanding the Airport's Air Service Development effort.

Construction of the terminal landside phase I (ticket counters and inline baggage screening system).

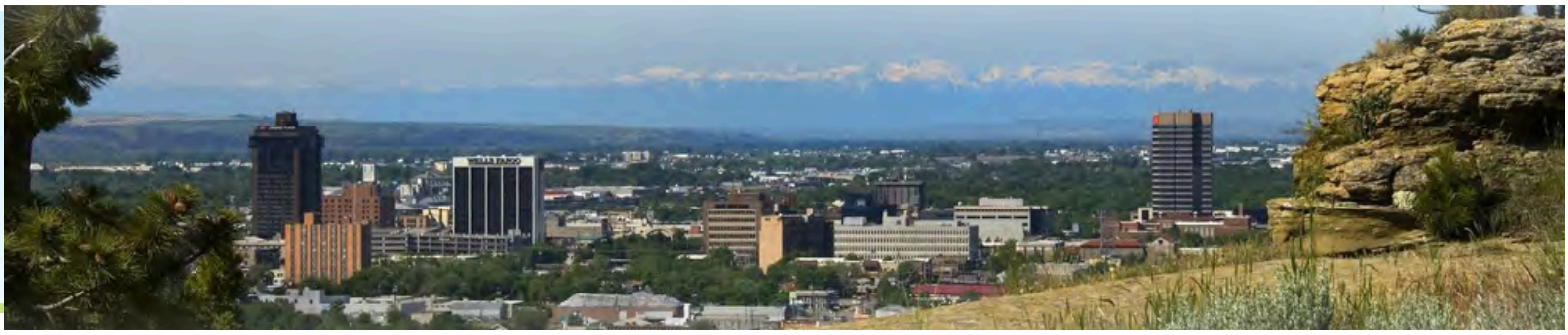




Staffing Changes

Staffing additions include a Marketing Specialist and Construction Project Manager.

Add one position each year to increase the number of Building Maintenance Mechanics and Custodians to maintain the additional Terminal space and provide additional staff to cover additional hours of Airport operation.



GOALS

BUDGETED EXPENSE TOTAL | $30,393,132

CHANGE FROM PRIOR YEAR | ($2,866,495)

Goal: Continue the multi-year Airport Master Plan Update Project – Completion Target CY 2026

Action(s) Complete an Airport Master Plan Update with a robust public process.

Outcome: A twenty-year forecast of future Airport infrastructure development with a detailed implementation/financial plan.

Goal: Expansion of the Air Service Development effort to increase air service at the Airport

Action: Continue to expand communication, coordination, and cooperation with air carriers regarding new flights, additional airline seats, and improved service for the community.

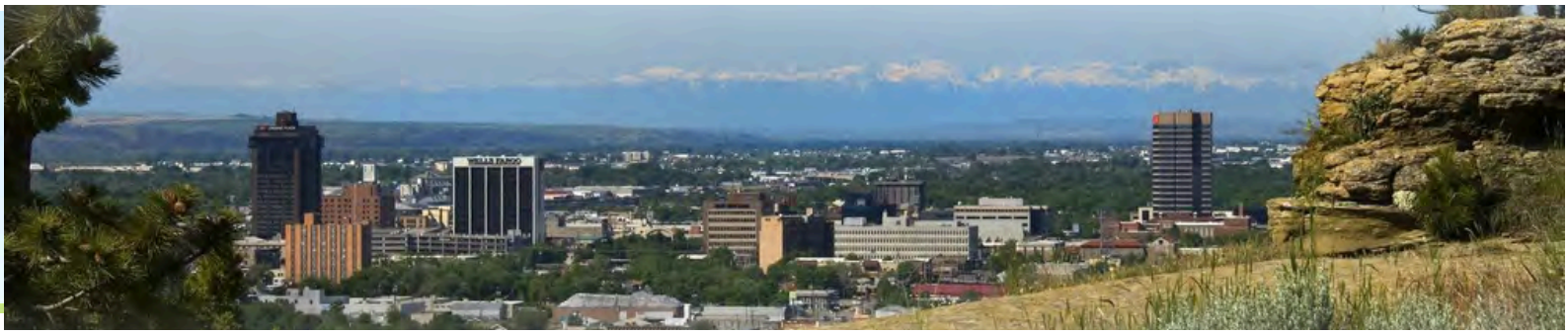
Outcome: Robust travel opportunities for the users of the Airport at a fair price.

Goal: Rehabilitate the front (landside) of the passenger terminal

Action: Phase I – A multi-year project to rehabilitate the ticket counter area and install an inline baggage screening system.

Outcome: Modernize the ticket counters, increasing the overall number of ticket counters, and move checked bag screening behind the ticket counters.





Revenues and Expenses

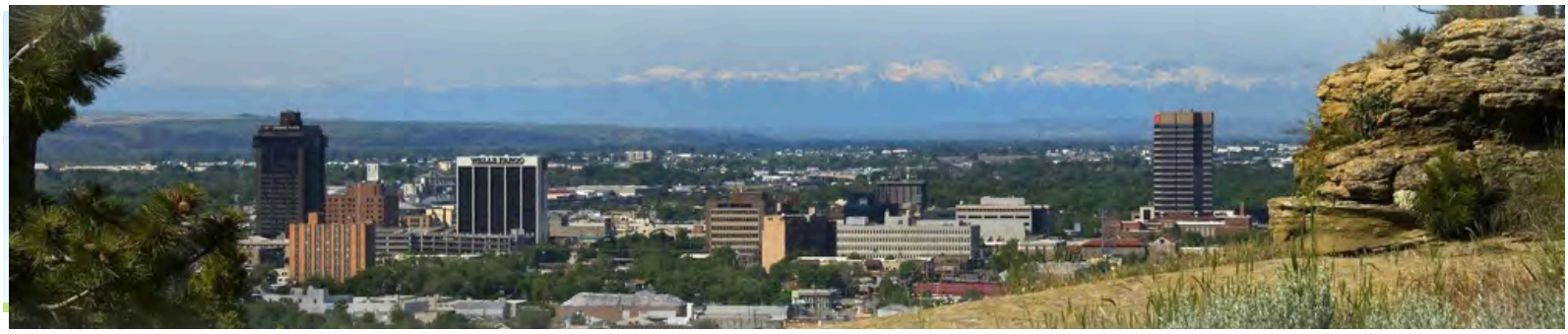
BUDGETED EXPENSE TOTAL | $30,393,132

CHANGE FROM PRIOR YEAR | ($2,866,495)

AIRPORT FUND
OPERATING BUDGET

FUNDS 5600-5690 & 4050-4090

	ACTUAL FY 24	ACTUAL FY 25	BUDGET FY 26	ESTIMATE FY 26	PROPOSED FY 27
WORKING CAPITAL - BEGINNING	$ 23,446,631	$ 26,846,486	$ 30,236,148	$ 30,236,148	$ 30,154,947
REVENUES:					
CHARGE FOR SERVICES	$ 12,511,636	$ 13,715,326	$ 14,349,853	$ 14,480,000	$ 14,397,811
FEDERAL/STATE GRANT REVENUE	11,771,050	7,804,289	7,628,480	9,200,000	7,500,000
PFC REVENUE	1,772,110	1,608,006	1,875,000	1,750,000	1,950,000
CFC REVENUE	790,506	864,336	820,000	835,000	907,000
INVESTMENT INTEREST	1,525,182	1,329,218	642,276	1,050,000	1,016,000
SALE OF EQUIPMENT/LAND	-	-	-	-	-
REFUNDS/REIMBURSEMENTS	100,035	77,453	84,940	90,000	43,000
TOTAL REVENUE	$ 28,470,519	$ 25,398,628	$ 25,400,549	$ 27,405,000	$ 25,813,811
EXPENSES:					
ADMINISTRATION	$ 1,950,674	$ 2,406,945	$ 2,837,071	$ 2,375,000	$ 2,916,398
BUILDING MAINTENANCE	2,195,992	2,328,302	2,607,707	2,255,000	2,864,662
AIRFIELD MAINTENANCE	1,658,414	1,626,553	1,748,170	1,530,000	1,737,820
AIRPORT POLICE	1,027,874	1,146,480	1,250,068	1,170,000	1,427,143
AIRCRAFT RESCUE FIREFIGHTING	1,245,793	1,358,565	1,383,370	1,205,000	1,370,932
BUSINESS PARK	177,959	188,450	352,056	160,000	342,526
CAR RENTAL FUELING	393,021	323,877	332,841	362,000	320,000
CAR WASH FACILITY O&M	208,676	207,140	181,471	175,000	187,207
AIRPORT AIP GRANT PROJECTS	14,089,416	7,470,344	18,422,186	8,200,000	16,908,244
AIRPORT PFC PROJECTS	-	2,909,282	2,000,000	4,983,000	-
AIRPORT CFC PROJECTS	-	21,012	-	25,000	-
CAPITAL OUTLAY	472,725	594,584	1,603,022	3,400,000	1,960,000
DEBT SERVICE-PRINCIPAL	-	-	423,365	1,555,658	305,000
DEBT SERVICE-INTEREST	120,683	124,794	118,300	90,543	53,200
TOTAL EXPENSES	$ 23,541,227	$ 20,706,328	$ 33,259,627	$ 27,486,201	$ 30,393,132
WORKING CAPITAL CHANGES NOT BUDGETED:	(1,529,437)	(1,302,638)	-	-	-
WORKING CAPITAL - ENDING	$ 26,846,486	$ 30,236,148	$ 22,377,070	$ 30,154,947	$ 25,575,626
LESS OPERATING RESERVE	1,480,000	1,480,000	1,818,000	1,818,000	1,900,000
LESS REVENUE BOND RESERVE	2,425,000	2,425,000	2,425,000	425,000	2,425,000
AVAILABLE WORKING CAPITAL	$ 22,941,486	$ 26,331,148	$ 18,134,070	$ 27,911,947	$ 21,250,626



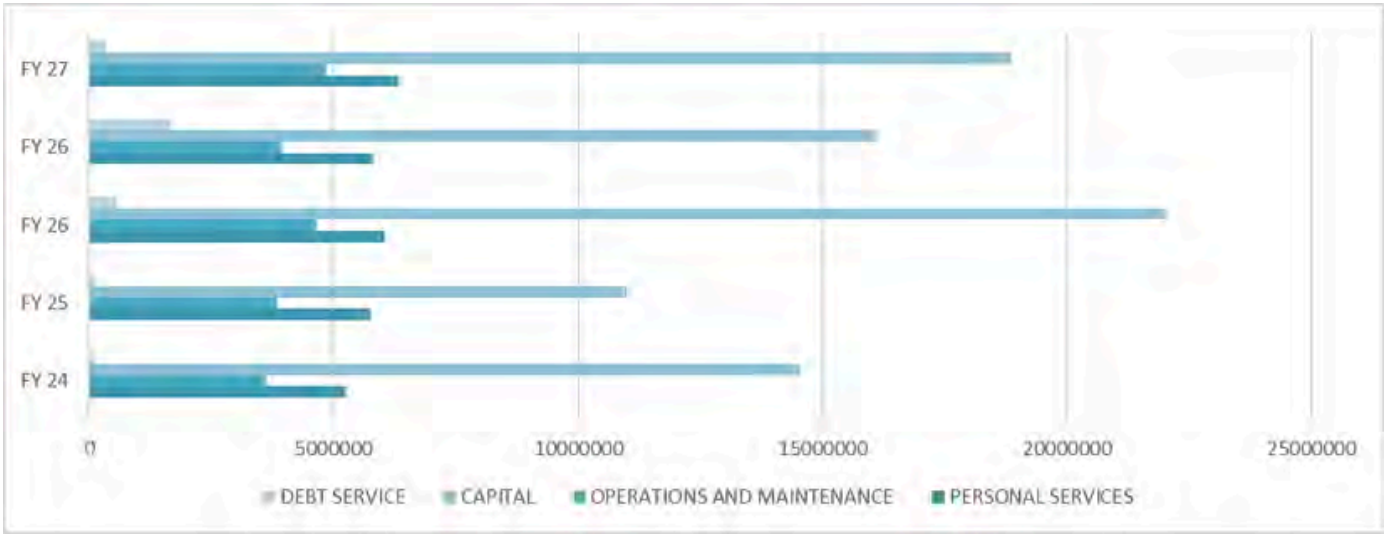
Operating Budget

BUDGETED EXPENSE TOTAL | $30,393,132

CHANGE FROM PRIOR YEAR | ($2,866,495)

AIRPORT FUND
OPERATING BUDGET

	ACTUAL FY 24	ACTUAL FY 25	BUDGET FY 26	ESTIMATE FY 26	PROPOSED FY 27
PERSONAL SERVICES	$ 5,244,568	$ 5,754,297	$ 6,048,829	$ 5,800,000	$ 6,326,763
OPERATIONS AND MAINTENANCE	3,613,835	3,832,015	4,643,925	3,940,000	4,839,925
CAPITAL	14,562,141	10,995,222	22,025,208	16,100,000	18,868,244
DEBT SERVICE	120,683	124,794	541,665	1,646,201	358,200
TOTAL EXPENSES	**$ 23,541,227**	**$ 20,706,328**	**$ 33,259,627**	**$27,486,201**	**$30,393,132**



MET TRANSIT



MET Transit

BUDGETED EXPENSE TOTAL | $9,636,169

CHANGE FROM PRIOR YEAR | ($1,476,934)

Budget Justification

The Transit Division of the Aviation and Transit Department is responsible for providing Fixed Route bus and Paratransit van transportation service for the City's citizens. This service meets a significant percentage of the mobility needs for those citizens without access to private transportation (referred to as transit-dependent citizens), particularly students, seniors, low-income populations, and individuals with disabilities.

Revenues

The budget for Transit revenues totals $8,974,545 for FY 2027, which is a decrease of $1,624,177 from the FY 2026 budget. This decrease is a combination of decreased capital projects funded by grants in FY 2026 and decreased federal, state and local revenues. Anticipated generated operating revenue increased slightly by $6,500 primarily due to growth of collected fares and growth of the advertising program. Anticipated federal revenue decreased by $24,698 due to decreased 5303 planning apportionment, while state source revenue decreased by $107,947 due to decreases in TransADE funds. Local tax revenues decreased by $19,089 while Interest on investments increased by $96,574. Federal capital funds decreased by a total of $1,689,742.

Operating Expenses

Total FY 2027 budgeted operating expenses of $8,736,169 reflect an increase of $555,016 from FY 2026. Personnel services increased significantly by $216,726 due to step increases for those employees with six years of service or less and the union negotiated cost of living increases. Overall non-personnel operating budget items increased by a total of $151,128; this is a result of adjustments across the board with fleet, auto parts, and facility expenditure increasing by a combined $89,971 and insurance costs increasing by $51,987.



MET Transit

BUDGETED EXPENSE TOTAL | $9,636,169

CHANGE FROM PRIOR YEAR | ($1,476,934)

Budget Justification continued...

Paratransit operations increased by $959 while fixed-route operations decreased by $7,122, and overall administration increased by a combined $15,334. Increases in operational expenses occurred primarily due to parts usage for fleet repairs and cost escalations for services. Expenses were selectively reduced where able with cuts to management training, marketing items, and other controllable expenses.

Capital Expenses

Transit's FY 2027 capital expenditure budget totals $900,000 and consists of planned bus stop improvements ($162,500), construction supporting amenity updates at the Stewart Park Transfer Center ($400,000), a replacement forklift ($50,000) for use at the METroplex, and a Downtown Transfer Center Service window/remodel project ($287,500) rolled forward from FY26.

A combination of Section 5310 and Section 5339A Grant will fund 80% of the allowed costs for the bus stop improvements. Section 5339A federal formula funding will be used as available for 80% of allowable facility projects and the forklift replacement. Total expenditure of $900,000 includes $720,000 in federal grants (reflected above in total Revenues) and $180,000 in local match funded by using MET Transit reserves.





MET Transit

BUDGETED EXPENSE TOTAL | $9,636,169

CHANGE FROM PRIOR YEAR | ($1,476,934)

New Programs

MET anticipates exploring additional routing and revenue options to support fixed-route service expansion by utilizing area CMAQ funding.

Staffing Changes

MET is not requesting additional staff for FY 2027.

Department Goals

Goal: Improve bus stop locations through assessment for usability and proper amenities.

Action(s): Continue assessment of bus stop locations for accessibility, amenities based on usage, and equity for the community. Implement identified improvements to designated locations.

Outcome: A more accessible transit system that equitably and effectively serves the riding public with appropriate amenities.

Goal: Continue to improve Transit system convenience and usability to increase ridership.

Action(s): Complete updates to the Stewart Park Transfer Center to provide for improved passenger amenities. Continue to assess improvements to fixed route bus scheduling and routes for potential modifications or changes to enhance usability for the public.

Outcome: A more efficient and effective transit system resulting in increased ridership, convenience, and customer satisfaction.

Goal: Continue to increase Transit Division revenue for ongoing and expanded operations.

Action(s): Continue growth of the Transit advertising program to increase generated revenue. Using the completed Governance and Funding Study findings, assess potential partnerships and other revenue growth strategies to increase transit reach and funding levels.

Outcome: An increase in revenue generated providing improved ability to meet match requirements, additional funds for utilization in existing and expanded operations, and clearer plans for future revenue growth.



Staffing Authorization

BUDGETED EXPENSE TOTAL | $9,636,169

CHANGE FROM PRIOR YEAR | ($1,476,934)

POSITION	ACTUAL FY 24	ACTUAL FY 25	BUDGET FY 26	PROPOSED FY 27
AVIATION & TRANSIT DIRECTOR	0.2	0.2	0.2	0.2
ASSISTANT AVIATION DIRECTOR	0.1	-	-	
ASSISTANT TRANSIT DIRECTOR	1.0	1.0	1.0	1.0
TRANSIT OPERATIONS COORDINATOR	-	-	1.0	1.0
TRANSIT MAINTENANCE SUPERVISOR	-	-	1.0	1.0
TRANSIT SUPERVISOR	3.0	3.0	-	-
TRANSIT TRAINING AND COMPLIANCE COORD.	-	-	1.0	1.0
ROAD SUPERVISOR	2.0	2.0	3.0	3.0
MARKETING SPECIALIST	0.5	0.5	1.0	1.0
TRANSIT PLANNING & DEVELOPMENT COORD.	1.0	1.0	1.0	1.0
PC SUPPORT SPECIALIST	0.5	0.5	-	-
TRANSIT/PARATRANSIT OPERATORS	41.0	41.0	47.0	47.0
ADMINISTRATIVE SUPPORT II	1.0	1.0	1.0	1.0
TRANSIT SERVICE WORKER	1.0	1.0	2.0	2.0
MECHANIC II	3.0	3.0	3.0	3.0
FACILITIES MAINT MECHANIC	1.0	1.0	1.0	1.0
TRANSIT SERVICES DISPATCHER	4.0	4.0	5.0	5.0
TOTAL	59.3	59.2	68.2	68.2



Budgeted Expenses

BUDGETED EXPENSE TOTAL | $9,636,169

CHANGE FROM PRIOR YEAR | ($1,476,934)

TRANSIT FUND
OPERATING BUDGET

FUND 5710,5720,4110,4120,2040

	ACTUAL FY 24	ACTUAL FY 25	BUDGET FY 26	ESTIMATE FY 26	PROPOSED FY 27
PERSONAL SERVICES	$ 5,620,748	$ 5,936,678	$ 6,239,337	$ 5,822,899	$ 6,456,063
OPERATIONS AND MAINTENANCE	1,987,779	2,394,141	1,941,816	2,125,401	2,280,106
CAPITAL	3,455,639	7,943,991	2,931,950	3,056,244	900,000
TOTAL EXPENSES	$ 11,064,166	$ 16,274,810	$ 11,113,103	$ 11,004,545	$ 9,636,169





Budgeted Expenses

BUDGETED EXPENSE TOTAL | $9,636,169

CHANGE FROM PRIOR YEAR | ($1,476,934)

TRANSIT FUND
OPERATING BUDGET

FUNDS 5710,5720,4110,4120,2040

	ACTUAL FY 24	ACTUAL FY 25	BUDGET FY 26	ESTIMATE FY 26	PROPOSED FY 27
EXPENSES:					
ADMINISTRATION	$ 1,583,150	$ 1,260,119	$ 911,758	$ 1,025,604	$ 957,556
OPERATIONS/DRIVERS	3,067,485	3,365,047	3,831,532	3,516,173	3,950,258
OPERATIONS/NON-DRIVERS	451,254	650,156	575,749	505,981	648,228
MAINTENANCE	1,164,217	1,503,355	1,342,619	1,454,341	1,633,909
MARKETING	117,650	121,331	141,041	118,837	135,194
PARATRANSIT	1,181,885	1,282,614	1,326,981	1,281,948	1,363,954
DOWNTOWN TRANSFER CNTR	42,886	67,465	51,473	45,417	47,070
TRANSFER OUT	-	5,000	-		
CAPITAL-LOCAL	-	12,843	-	-	-
CAPITAL - FEDERAL	3,455,639	7,931,148	2,931,950	3,056,244	900,000
O & M - LOCAL	-	80,732	-	-	-
TOTAL EXPENSES	$ 11,064,166	$ 16,279,810	$ 11,113,103	$ 11,004,545	$ 9,636,169



Budgeted Revenues

BUDGETED EXPENSE TOTAL | $9,636,169

CHANGE FROM PRIOR YEAR | ($1,476,934)

TRANSIT FUND
OPERATING BUDGET

FUNDS 5710,5720,4110,4120,2040

	ACTUAL FY 24	ACTUAL FY 25	BUDGET FY 26	ESTIMATE FY 26	PROPOSED FY 27
REVENUES:					
STATE AND FEDERAL GRANTS	$ 5,029,146	$ 3,975,386	$ 3,546,254	$ 3,546,254	$ 3,397,210
FTA CAPITAL GRANT	2,822,360	5,875,406	2,409,742	2,179,742	720,000
TAX REVENUE	2,648,844	3,073,206	3,101,281	3,090,116	3,203,348
INTER GOVERNMENTAL	335,866	352,021	362,211	362,145	371,679
OPERATING REVENUES	818,338	873,717	891,100	905,766	927,600
INTEREST ON INVESTMENTS	315,857	293,369	241,434	236,378	338,008
MISCELLANEOUS	23,277	44,926	10,050	16,190	10,050
TRANSFER IN	-	4,999	-	-	-
SALE SURPLUS EQUIP	2,549	26,062	36,650	48,000	6,650
TOTAL REVENUE	$ 11,996,237	$ 14,519,092	$ 10,598,722	$ 10,384,590	$ 8,974,545

FINANCE



Finance Department

BUDGETED EXPENSE TOTAL | $8,390,519

CHANGE FROM PRIOR YEAR | $451,337

Budget Justification

The Finance Department manages essential municipal functions, including Purchasing, Accounts Payable, Business Licenses, Debt and Investment Management, and Financial Reporting. For FY27, the department is requesting $2.1 million from the General Fund to cover internal salaries, operations, and maintenance. While this request supports daily needs, the total departmental budget is $8.3 million, reflecting an overall increase of $451,337 compared to the previous fiscal year.

This budget growth is primarily driven by a strategic one-time transfer from the Capital Replacement Plan into the Public Safety Fund. This move facilitates a shift in how the City acquires Police tasers and body cameras, moving from one-time capital purchases to an annual lease model. Other rising expenses contributing to the total include higher Internal Service charges, increased costs for contracted Professional Services, standard adjustments to salaries and wages, and an increase in Storm Debt Service to fund future infrastructure via fee collections .

Conversely, the department has achieved significant savings through the restructuring of the City Hall lease. Annual payments have been reduced following a substantial pay-down of the debt, funded by proceeds from the sale of the Park 1 Structure, the former City Hall, and the application of Historical Tax Credits. These reductions help offset the broader operational increases, balancing the department's long-term fiscal obligations with its immediate service requirements.

New Programs

There are no new or expanded programs for FY27.



Staffing Authorization

BUDGETED EXPENSE TOTAL | $8,390,519

CHANGE FROM PRIOR YEAR | $451,337

Staffing Changes:

The Finance department is recommending holding open one vacant position for the next few years. This will help balance the City's budget in the wake of the property tax legislation in 2025. The Grants Administrator position is recommended to remain unfilled. An Accountant II will replace the Budget Analyst in FY2027.

POSITION	ACTUAL FY 25	ACTUAL FY 26	BUDGET FY 26	PROPOSED FY 27
FINANCE DIRECTOR	1.0	1.0	1.0	1.0
CONTROLLER	-	-	1.0	1.0
ADMINISTRATIVE SUPPORT II	1.0	1.0	1.0	1.0
BUDGET ANALYST	-	-	1.0	-
ACCOUNTANT II	3.0	3.0	2.0	3.0
ACCOUNTING TECHNICIAN	1.0	1.0	1.0	1.0
ACCOUNT CLERK II	3.0	3.0	3.0	3.0
DEBT/INVESTMENT COORDINATOR	1.0	1.0	1.0	1.0
GRANTS ADMINISTRATOR	1.0	1.0	1.0	1.0
PURCHASING AGENT	1.0	1.0	1.0	1.0
TOTAL	12.0	12.0	13.0	13.0



Budgeted Expenses

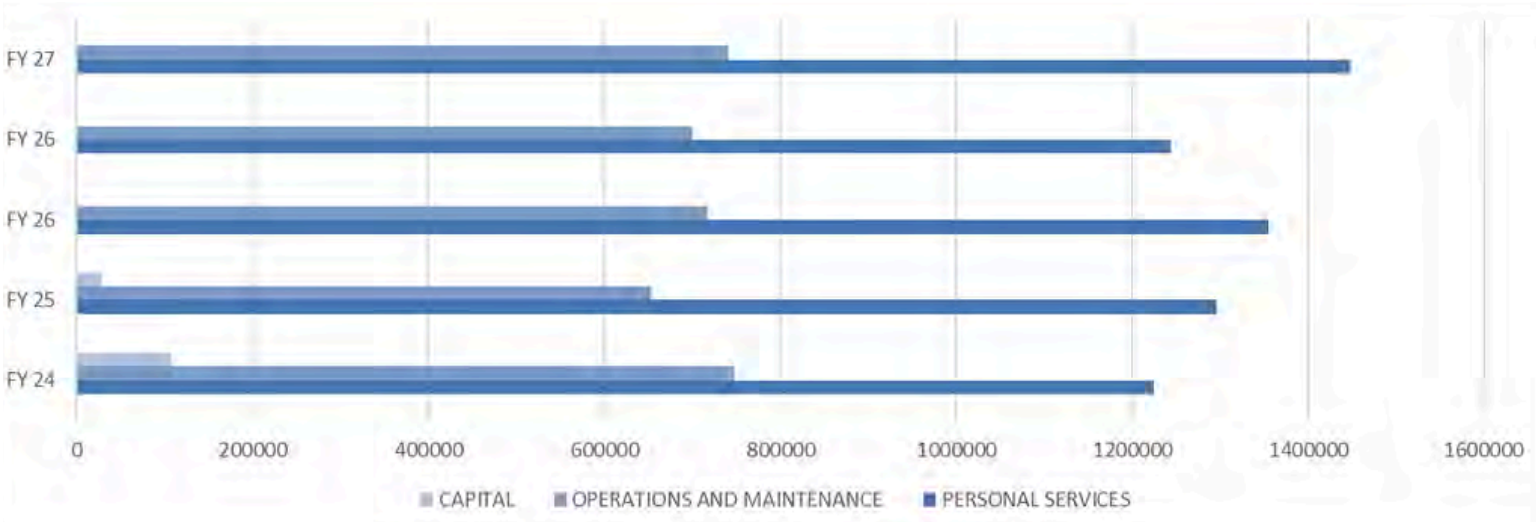
BUDGETED EXPENSE TOTAL | $8,390,519

CHANGE FROM PRIOR YEAR | $451,337

FINANCE
OPERATING BUDGET

GENERAL FUND

	ACTUAL FY 24	ACTUAL FY 25	BUDGET FY 26	ESTIMATE FY 26	PROPOSED FY 27
PERSONAL SERVICES	$ 1,224,661	$ 1,296,771	$ 1,355,012	$ 1,243,458	$ 1,448,680
OPERATIONS AND MAINTENANCE	748,154	653,670	717,507	700,000	741,382
CAPITAL	107,412	27,747	-	-	-
TOTAL EXPENDITURES	**$ 2,080,227**	**$ 1,978,188**	**$ 2,072,519**	**$ 1,943,458**	**$ 2,190,062**





Budgeted Expenses

BUDGETED EXPENSE TOTAL | $8,390,519

CHANGE FROM PRIOR YEAR | $451,337

FINANCE DEPARTMENT EXPENSE

EXPENSE BY FUND

	ACTUAL FY 24	ACTUAL FY 25	BUDGET FY 26	ESTIMATE FY 26	PROPOSED FY 27
GENERAL FUND	$ 2,080,227	$ 1,978,187	$ 2,072,519	$ 1,943,458	$ 2,190,062
CENTRAL SERVICES FUND	106,664	277,855	270,862	148,064	171,931
CAPITAL REPLACEMENT FUND	2,568	6,984	4,881	4,881	513,646
SPECIAL IMPROVEMENT DISTRICT BONDS	1,015,678	983,260	804,750	804,750	801,200
SIDEWALK DISTRICT BONDS	544,755	660,592	513,800	513,800	518,600
STORM SEWER DEBT SERVICE	1,007,130	997,544	1,473,500	1,473,500	1,817,775
CITY HALL FINANCING	-	10,749,841	1,240,034	7,601,090	467,056
FORMER FEDERAL BUILDING	-	490,935	-	6,790,000	395,563
GENERAL OBLIGATION DEBT					
LIBRARY G.O.	768,689	761,490	799,586	799,586	752,086
STREET IMPROVEMENTS G.O. 2004A	350,048	355,029	-	-	16,000
BALLPARK G.O. 2015 REFUNDING	748,160	846,469	759,250	759,250	746,600
TOTAL EXPENDITURES	**$ 6,623,919**	**$ 18,108,186**	**$ 7,939,182**	**$ 20,838,379**	**$ 8,390,519**



Budgeted Expenses

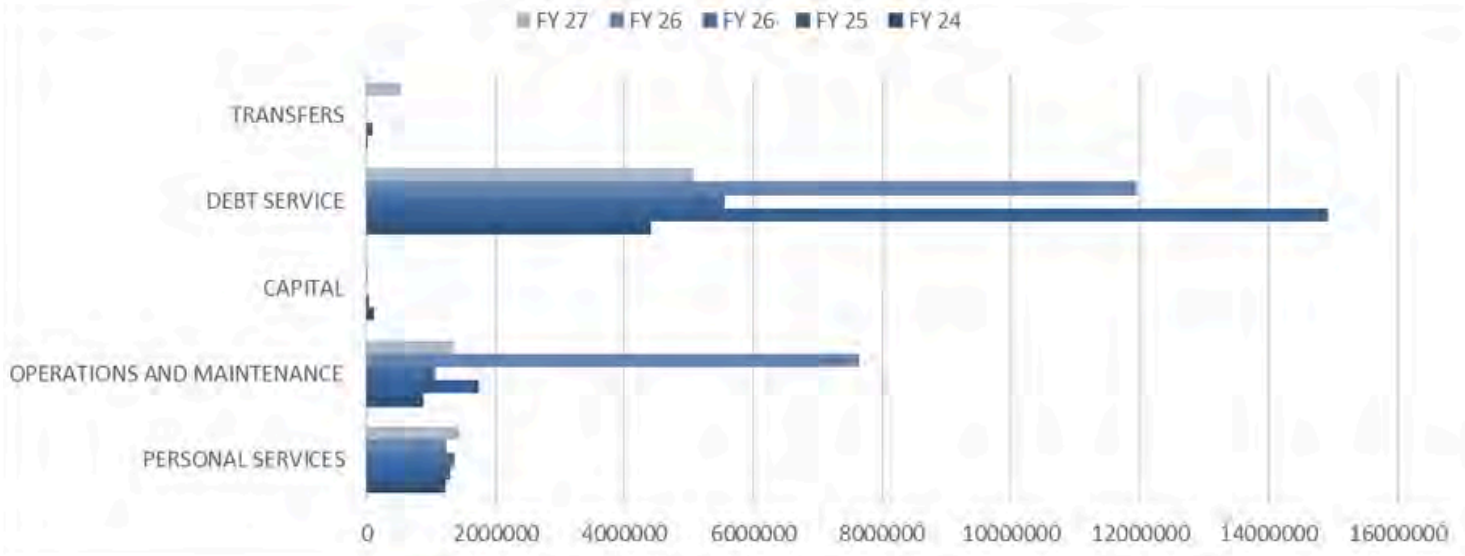
BUDGETED EXPENSE TOTAL | $8,390,519

CHANGE FROM PRIOR YEAR | $451,337

FINANCE
DEPARTMENT ALL FUNDS

EXPENSE BY CLASSIFICATION

	ACTUAL FY 24	ACTUAL FY 25	BUDGET FY 26	ESTIMATE FY 26	PROPOSED FY 27
PERSONAL SERVICES	$ 1,224,661	$ 1,296,771	$ 1,355,012	$ 1,243,458	$ 1,448,680
OPERATIONS AND MAINTENANCE	872,926	1,749,969	1,053,450	7,638,064	1,356,922
CAPITAL	107,412	27,747	-	4,881	-
DEBT SERVICE	4,391,648	14,918,650	5,530,720	11,951,976	5,060,917
TRANSFERS	11,888	103,704	-	-	524,000
DEPRECIATION	15,384	11,345	-	-	-
TOTAL EXPENDITURES	**$ 6,623,919**	**$ 18,108,186**	**$ 7,939,182**	**$ 20,838,379**	**$ 8,390,519**





Budgeted Revenues

BUDGETED EXPENSE TOTAL | $8,390,519

CHANGE FROM PRIOR YEAR | $451,337

FINANCE
DEPARTMENT REVENUE

REVENUE BY FUND	ACTUAL FY 24	ACTUAL FY 25	BUDGET FY 26	ESTIMATE FY 26	PROPOSED FY 27
GENERAL FUND	$ 41,329,956	$ 43,199,846	$ 43,168,269	$ 42,619,151	$ 44,505,489
PUBLIC SAFETY FUND	53,350,685	56,785,666	58,163,314	56,272,865	60,584,627
CENTRAL SERVICES FUND	119,106	155,351	246,285	221,485	244,405
CAPITAL REPLACEMENT FUND	2,541,143	2,765,282	2,782,479	2,896,837	2,778,388
SPECIAL IMPROVEMENT DISTRICT BONDS	1,592,123	1,219,851	987,895	519,150	1,007,053
SIDEWALK DISTRICT BONDS	818,888	709,561	775,000	775,000	775,000
NEW CITY HALL FINANCING	-	10,163,410	690,034	8,965,706	467,056
FORMER FEDERAL BUILDING	-	1,258,407	-	12,870,913	-
STORM SEWER DEBT SERVICE	201,675	1,036,110	1,499,230	1,051,432	1,853,230
GENERAL OBLIGATION DEBT					
LIBRARY G.O.	686,697	710,844	770,322	736,138	808,041
PARKS G.O. SERIES 2000	10	16	-	-	-
STREET IMPROVEMENTS G.O. 2004A	360,378	2,196	-	-	-
BALLPARK G.O. 2015 REFUNDING	752,302	855,524	767,768	738,712	681,260
TOTAL REVENUE	**$ 101,752,963**	**$ 118,862,064**	**$ 109,850,596**	**$ 127,667,389**	**$ 113,704,549**



Budgeted Revenues

BUDGETED EXPENSE TOTAL | $8,390,519

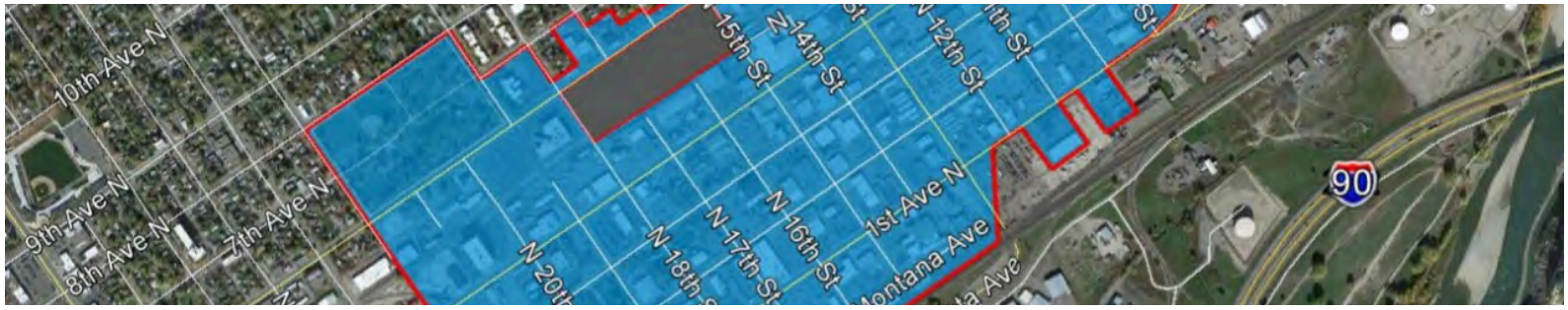
CHANGE FROM PRIOR YEAR | $451,337

FINANCE
DEPARTMENT ALL FUNDS

REVENUE BY TYPE

	ACTUAL FY 24	ACTUAL FY 25	BUDGET FY 26	ESTIMATE FY 26	PROPOSED FY 27
TAXES	$ 56,065,622	$ 56,345,759	$ 56,937,688	$ 55,835,784	$ 58,594,248
SPECIAL ASSESSMENTS	1,587,432	1,686,697	1,715,000	1,234,052	1,715,000
LICENSES & PERMITS	1,887,037	2,040,040	1,977,395	2,079,251	1,587,998
INTERGOVERNMENTAL	15,561,857	16,538,781	17,514,819	16,367,770	18,047,516
CHARGES FOR SERVICE	3,431,352	3,950,782	4,302,827	3,926,769	4,238,299
INVESTMENT EARNINGS	1,237,603	892,757	564,370	735,469	754,765
CONTRIBUTIONS/DONATIONS	-	1,258,407	-	6,600,947	-
DEBT PROCEEDS	12,025	10,250,702	-	-	-
SALE OF ASSET	-	-	-	2,652,705	-
INTERFUND TRANSFERS	21,948,002	25,879,290	26,837,417	38,204,445	28,763,822
MISCELLANEOUS	22,033	18,849	1,080	30,197	2,901
TOTAL REVENUE	$ 101,752,963	$ 118,862,064	$ 109,850,596	$ 127,667,389	$ 113,704,549

URBAN RENEWAL DISTRICTS



Urban Renewal Districts

BUDGETED EXPENSE TOTAL | $21,186,712

CHANGE FROM PRIOR YEAR | $797,748

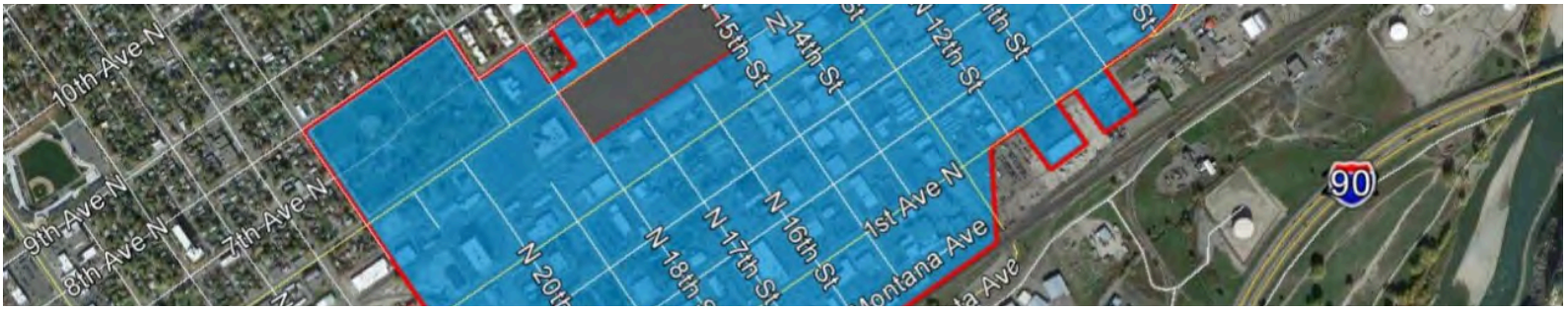
Budget Justification

The Tax Increment Funds are used to account for the Tax Increment Districts in Billings. The three districts are the South Billings Boulevard Urban Renewal District, North 27th Street Urban Renewal District and East Billings Urban Renewal District. Revenues include property taxes paid by the district property owners and earnings on cash and investments. Expenditures are used for development incentives, programs, projects and city infrastructure improvement within the associated district and costs allocated are for the administration of the district.

Administration of the districts is handled by their respective advisory boards. Each board is governed by a Memorandum of Understanding with the City and functions as a non-profit advisory board to the City Council. The City Council is the ultimate decision maker for expenditures of urban renewal district funds. Administrative fees are used by the boards for implementation and planning of district projects. The budget also includes cost allocation within each fund to cover the expenses for city time and resources from the Planning, Finance, and Administration Departments.

The Tax Increment Districts will continue to provide developmental incentives for business and city infrastructure improvement based on City Council approval.

The Downtown Revolving Loan was established to spur development downtown. The program was established in 1976 with a contribution from the Tax Increment Fund of approximately $600,000. Loans are provided for eligible projects up to $250,000. City Code section 13-1100 establishes the program and eligible uses of funds.



Budgeted Revenues

BUDGETED EXPENSE TOTAL | $21,186,712

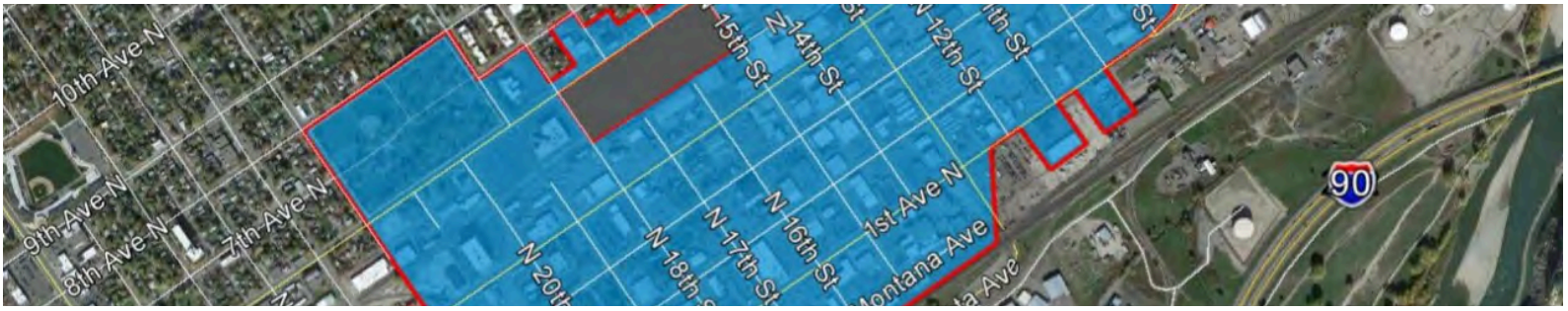
CHANGE FROM PRIOR YEAR | $797,748

ALL TAX INCREMENT OPERATING FUNDS
URBAN RENEWAL DEVELOPMENT BY CLASSIFICATION

	ACTUAL FY 24	ACTUAL FY 25	APPROVED FY 26	ESTIMATE FY 26	PROPOSED FY 27
Contributions/Donations	$ 53,881	$ -	$ -	$ -	$ -
Intergovernmental	871,019	897,791	897,791	950,340	897,791
Investment Earnings	612,636	634,381	499,320	286,678	699,047
Transfers	146,350	2,214,982	-	17,847,741	-
Other Financing	7,574,705	4,213,975	9,600,000	20,850,000	10,000,000
Miscellaneous	163,380	305,420	115,000	48,572	115,000
Taxes	8,349,274	8,106,710	8,371,386	7,155,517	8,844,337
TOTAL REVENUE	**$ 17,771,245**	**$ 16,373,259**	**$ 19,483,497**	**$ 47,138,848**	**$ 20,556,175**

ALL TAX INCREMENT OPERATING FUNDS
URBAN RENEWAL DEVELOPMENT BY FUND

	ACTUAL FY 24	ACTUAL FY 25	APPROVED FY 26	ESTIMATE FY 26	PROPOSED FY 27
Downtown Revolving Loan	$ 259,006	$ 388,192	$ 177,471	$ 90,307	$ 202,459
South TIF	5,295,187	5,154,372	14,761,340	42,408,697	15,740,990
East TIF	1,387,726	1,269,358	1,289,097	991,932	1,164,799
N. 27th TIF	10,829,326	9,561,337	3,255,589	3,647,912	3,447,927
TOTAL REVENUE	**$ 17,771,245**	**$ 16,373,259**	**$ 19,483,497**	**$ 47,138,848**	**$ 20,556,175**



Budgeted Expenses

BUDGETED EXPENSE TOTAL | $21,186,712

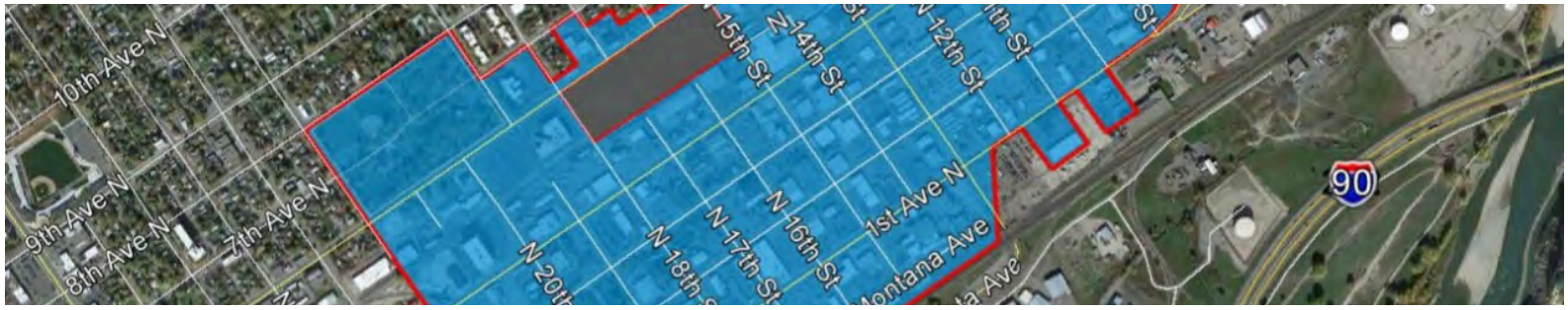
CHANGE FROM PRIOR YEAR | $797,748

ALL TAX INCREMENT OPERATING FUNDS
URBAN RENEWAL DEVELOPMENT BY CLASSIFICATION

	ACTUAL FY 24	ACTUAL FY 25	APPROVED FY 26	ESTIMATE FY 26	PROPOSED FY 27
Bond Issuance Costs	$ 395,517	$ 197,185	$ -	$ 455,279	$ 500,000
Capital Outlay	3,424,541	4,514,372	9,750,000	16,087,495	10,559,800
Interest and Fiscal Charges	1,307,260	1,313,482	2,709,656	2,711,356	2,427,931
Operation and Maintenance	4,191,712	3,421,702	6,103,286	4,347,753	5,716,548
Principal	1,185,000	8,985,000	1,780,075	1,780,075	1,915,000
Transfers Out	582,023	4,601,524	45,947	17,893,688	67,433
TOTAL EXPENDITURES	**$ 11,086,053**	**$ 23,033,265**	**$ 20,388,964**	**$ 43,275,646**	**$ 21,186,712**

ALL TAX INCREMENT OPERATING FUNDS
URBAN RENEWAL DEVELOPMENT BY FUND

	ACTUAL FY 24	ACTUAL FY 25	APPROVED FY 26	ESTIMATE FY 26	PROPOSED FY 27
Downtown Revolving Loan	$ 168,204	$ 273,777	$ 807,030	$ 7,030	$ 801,559
South TIF	6,228,640	7,521,913	15,461,392	36,373,384	15,552,436
East TIF	951,878	1,182,784	1,383,721	1,580,074	1,720,010
N. 27th TIF	3,737,331	14,054,791	2,736,821	5,315,158	3,112,707
TOTAL EXPENDITURES	**$ 11,086,053**	**$ 23,033,265**	**$ 20,388,964**	**$ 43,275,646**	**$ 21,186,712**



South Billings Boulevard

BUDGETED EXPENSE TOTAL | $15,552,436

CHANGE FROM PRIOR YEAR | $91,044

Budget Justification

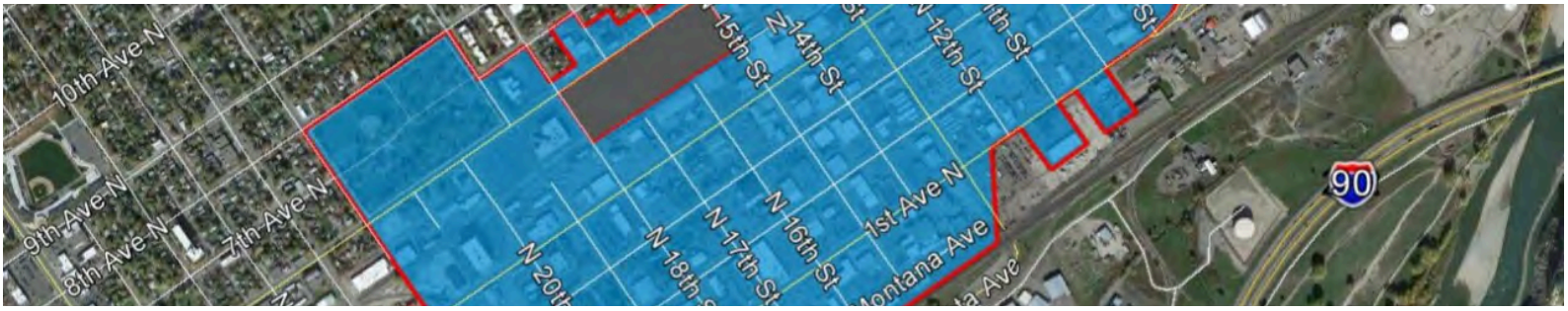
Budgeted expenditures increased $91,044 from the prior year. The largest change was an increase in capital costs of $1.4 million, offset by a decrease in development incentives of $1.3 million. The FY26 budget had several large dollar incentives budgeted where FY27 does not include as many large projects. The Amend Park Recreation Center is currently under construction, and a lot of time and effort is focused on this one project.

The South Billings Boulevard Urban Renewal District (SBBURD) reduced their operating agreement fees by $33,750 reporting a total expense of $126,250 for FY27.

Cost allocation charges are budgeted at $65,211 specifically to cover Planning and Community Services Department employee time and $79,807 to cover additional city time and resources.

The FY27 budget includes $500,000 for unspecified development assistance projects, $50,000 for sewer and utility hookups and $1,000,000 for unspecified community & residential enhancements. The unspecified budget categories are used to allow SBBURD the flexibility to approve new projects throughout the year.

Capital construction for FY27 is estimated at $10.6 million, which includes $10.0 million allocated for the construction of the South Park Pool renovation and $559,800 for street improvements.



North 27th Street

BUDGETED EXPENSE TOTAL | $3,112,707

CHANGE FROM PRIOR YEAR | $375,886

Budget Justification

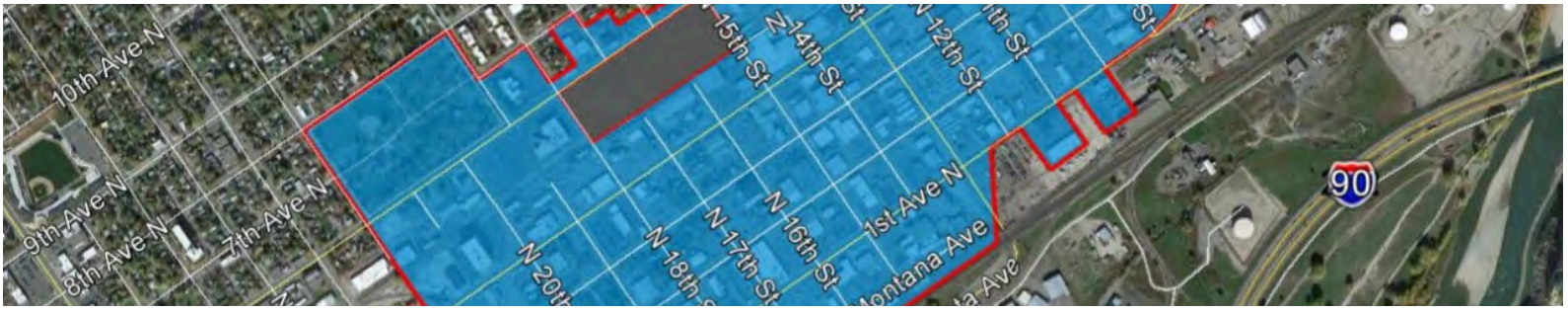
The North 27th Street Urban Renewal District will continue to share the cost with the Downtown Billings Association (DBA) for increased security in the Billings downtown area. The downtown security includes foot-patrol officers from the City of Billings Police Department along with an additional security contract secured by the Downtown Billings Association. The North 27th Street Urban Renewal District shares a portion of these patrol costs and has $71,341 included in their budget for FY27 for the shared expenses.

The total transfer to the Parking Division for FY27 is $45,950, which is used to provide one month's free parking for downtown during the holiday period.

The Downtown Billings Partnership, Inc administrative costs were reduced by 21% for FY27. Total administrative costs budgeted in FY27 are $258,102 compared to $326,105 in FY26.

Expenses in fiscal year 2027 include cost allocations at $65,209 specifically to cover Planning and Community Services Department employee time and $67,317 for additional city time and resources.

New developmental incentives of $1.3 million are budgeted for FY27. These development incentives are comprised of four specific projects estimated at $1.2 million as well as $30,000 for the sign program, $50,000 for façade improvements and $50,000 for unspecified development projects. There are no capital improvements budgeted for FY27.



East Billings

BUDGETED EXPENSE TOTAL | $1,720,010

CHANGE FROM PRIOR YEAR | $336,289

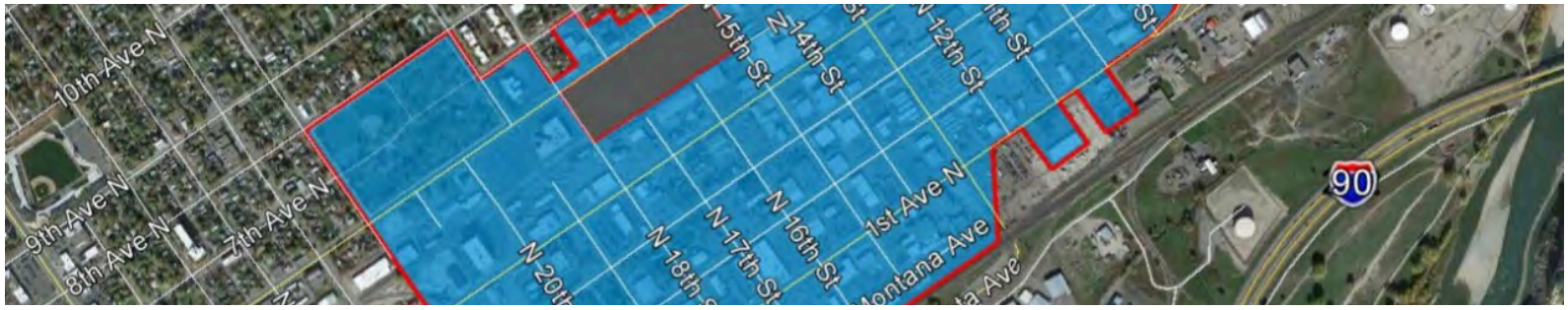
Budget Justification

The East Billings Urban Renewal District (EBURD) reduced their administrative costs by $39,850 for FY27 and have budgeted $139,900 in total for their FY27 operating costs compared to $179,750 for FY26.

Expenses in fiscal year 2027 for cost allocations are $65,209 specifically to cover Planning and Community Services Department employee time and $49,482 for additional city time and resources.

There are two capital improvement projects planned in fiscal year 2027 totaling $150,000 for sidewalk and street improvements.

Development Incentives are budgeted at $1,004,185 for FY27. The budget includes four specific projects earmarked for FY27 totaling $774,185 and a reserve of $230,000 for unspecified projects.The unspecified budgeted amount allows the EBURD the ability to approve new projects throughout the year. There are no capital improvement projects budgeted for fiscal year 2027.



Downtown Revolving Loan

BUDGETED EXPENSE TOTAL | $801,559

CHANGE FROM PRIOR YEAR | ($5,471)

Budget Justification

The Downtown Revolving Loan was established to spur development downtown. The program was established in 1976 with a contribution from the Tax Increment Fund of approximately $600,000. Loans are provided for eligible projects up to $250,000.

FIRE DEPARTMENT



Fire Department

BUDGETED EXPENSE TOTAL | $32,728,327

Public Safety (Fire): $30,471,233
911: $1,553,370
Radio: $393,780
Grants: $99,000
Capital Replacement Fund: $30,627
Fire Station Construction: $178,519
Road Maintenance District: $1,798

CHANGE FROM PRIOR YEAR | $1,431,325

Public Safety (Fire): $1,395,693
911: $148,776
Radio: ($42,500)
Grants: ($1,033)
Capital Replacement Fund: ($247,881)
Fire Station Construction: $178,519
Road Maintenance District: $51

Budget Justification

The Billings Fire Department's primary responsibility is to protect life, property, and the environment by providing fire suppression, emergency medical services, hazardous materials mitigation, technical rescue, and a wide range of service responses. In addition to emergency operations, the department performs critical prevention functions including fire and arson investigations, public education, fire code enforcement, plan reviews, and community risk reduction initiatives. These services are provided to residents of the City of Billings as well as those living within the Billings Urban Fire Service Area (BUFSA) in Yellowstone County. As an all-hazards organization, the department must continually adapt to meet the growing and evolving needs of the community.

To effectively deliver these services, the department operates multiple specialized divisions that ensure personnel remain trained, proficient, and prepared for the wide variety of incidents encountered. The organization is built around three essential operational pillars: Fire Suppression, Emergency Medical Services (EMS), and Emergency Communications (911).



Fire Department

BUDGETED EXPENSE TOTAL | $32,728,327
CHANGE FROM PRIOR YEAR | $1,431,325

Budget Justification continued...

In addition to operational responsibilities, the Fire Department manages and maintains eleven facilities across the city, including the recently constructed 911 Communications Center. Funding associated with Fire operations is distributed across several funds, including Public Safety Fire, the 911 Center Fund, the Radio Communications Fund, Fire Grants, and Road Maintenance funds. Fiscal Year 2026 provided valuable insight into operational needs and future priorities required to maintain the high level of service expected by our community.

The department's budgeting philosophy prioritizes investments in personnel, fleet, and facilities, in that order. FY26 enabled the department to add personnel, thereby improving operational efficiency and service delivery. Continuing to build on these gains remains essential as call volumes and service expectations increase. At the same time, our newest fire apparatus is still in the manufacturing process and is expected to be delivered in early 2027, representing an important step toward maintaining a reliable and modern fleet.

For FY27, the department's initial operational priority was staffing Fire Station 8, adding a second Battalion Chief position. This addition would have improved the span of control during daily operations and major incidents. Current supervisory coverage falls below national best-practice standards and recommendations identified in previous assessments of the department. Both the Center for Public Safety Management (CPSM) study, completed in 2021, and the Emergency Services Consulting International (ESCI) long-range master plan, completed in 2018, identified the need for additional command-level staffing to maintain effective incident management and operational oversight as the community grows. We were also requesting 3 additional support staff for the 911 center, and funding for the Assistant Chief of Administration, which we did not allocate last year. Due to FY27 revenue constraints administration is only requesting to fund the Assistant Chief of Administration which was frozen last budget cycle.



Fire Department

BUDGETED EXPENSE TOTAL | $32,728,327
CHANGE FROM PRIOR YEAR | $1,431,325

Budget Justification continued...

A second major priority for FY27 is continued investment in station infrastructure and modernization. In FY26, the department successfully completed renovations to Fire Station 5 through a combination of city and grant funding. For FY27, Fire Station 1, located at 2305 8th Avenue North, has been identified as the next priority project and is already included in the City's Capital Improvement Plan. The need for this renovation was identified during the previous budget cycle.

These station projects are not cosmetic improvements, but comprehensive renovations required to address aging infrastructure and operational deficiencies. Stations identified in the Capital Improvement Plan—including Stations 1, 2, and 3—require significant upgrades to building systems, living quarters, and operational spaces in order to meet modern safety standards and support current staffing models. Most of these facilities are 50 to 60 years old and have received only limited upgrades during their lifespan.
Strategic reinvestment in these facilities represents a responsible long-term approach. With major renovations, these stations can continue serving their current response areas for an additional 30 years or more. This approach preserves existing coverage models, avoids the significantly higher costs associated with constructing entirely new stations, and protects the City's previous infrastructure investments.

Looking ahead, the department recommends a five-year strategy that prioritizes the renovation of one fire station per year over the next four years. This phased approach allows the city to systematically modernize critical public safety infrastructure while maintaining fiscal stability and operational continuity.



Fire Department

BUDGETED EXPENSE TOTAL | $32,728,327
CHANGE FROM PRIOR YEAR | $1,431,325

Budget Justification continued...

Together, these FY27 priorities—continued investment in personnel, command staffing, apparatus replacement, and facility modernization would have positioned the Billings Fire Department to maintain the high level of emergency service delivery expected by the citizens of Billings and the residents of Yellowstone County within the BUFSA. The minimum ask of refunding the Assistant Chief of Administration will help address seeking alternate revenue streams to fucus on the initial FY27 priorities listed earlier in this overview.









Goals

BUDGETED EXPENSE TOTAL | $32,728,327
CHANGE FROM PRIOR YEAR | $1,431,325

Fire

Goal: Initiation and completion of a current strategic plan.
Objective: To provide the city with a blueprint for fire and EMS for the next five years.
Action(s): Through a collaborative effort, begin compiling information to create a shared vision for our department.
Goal: Begin the process of staffing Station 8 and construction of Station 9 while pursuing funding for staffing.
Objective: To provide full-service coverage for the heights and far west end.
Action(s): Add staffing and start searching for the proper location and station design phase.
Goal: Develop a standard of cover document for an accreditation process.
Objective: The standard of cover spells out the "why and how" of our resource deployment. This document is crucial for the accreditation process.
Action(s): Compile and complete a detailed step-by-step document explaining every resource we have and our capabilities.
Goal: Initiate deployments to state and national wildland fire disasters.
Objective: The city has the ability to deploy resources for a new revenue stream to help offset expenses.
Action(s): Purchase a Type 3 engine for regional and national deployments with ERP funding already in existence.

EMS

Goal: Rewrite the EMS ordinance to ensure a high level of care for our community.
Objective: To initiate a regulatory body for oversight of all EMS operations, both private and public sectors.
Action(s): Form an EMS committee for the city in collaboration with the Advanced Services Committee (ASC).
Goal: Reimplement the crisis response program.
Objective: To focus on a specific demographic within our jurisdiction and provide greater efficiency for our police and fire departments while providing greater opportunities for definitive and long-term solutions for our citizens in need.
Action(s): Continue monitoring data to determine the correct model for our jurisdiction and the proper number of CRU units to maximize service efficiency.





Goals

BUDGETED EXPENSE TOTAL | $32,728,327
CHANGE FROM PRIOR YEAR | $1,431,325



EMS Continued...

Goal: Monitor the effectiveness of the new service agreement with AMR.
Objective: To continue our partnership with a transport agency.
Action(s): Review and update the current service agreement as needed to address new and changing conditions in our jurisdiction.
Goal: Fees for service for motor vehicle accidents and lift assistance.
Objective: To find new revenue streams to offset expenses.
Action(s): Implement a charge for these services similar to our false alarm policy.

911

Goal: Evaluation and assessment of current systems for NEXTGEN 911 compatibility.
Objective: Conduct assessment of current technologies for compatibility with NEXTGen 911 services
Action(s): Work with the project manager and Motorola to evaluate these systems to determine what is current and what will need to be updated or replaced to be compliant with state protocols.
Goal: Continued advertising and recruitment of high-quality personnel for vacant Emergency Operator Positions.
Objective: Identify and recruit quality people for open vacancies at the center.
Action(s): Continue to work with HR on advertising, testing, and hiring or quality candidates of open vacancies.
Goal: Evaluation and assessment for potential implementation of a Real-Time Intel Center (RTIC) and Drone First Responder program (DFR).
Objective: Evaluate and assess our current capabilities and plan for the implementation of a RTIC/DFR.
Action(s): Work with known vendors to plan for the building out of a RTIC/DFR and establish a viable phased plan for the project.



Staffing Authorization

BUDGETED EXPENSE TOTAL | $32,728,327

CHANGE FROM PRIOR YEAR | $1,431,325

POSITION	ACTUAL FY 24	ACTUAL FY 25	BUDGET FY 26	PROPOSED FY 27
FIRE CHIEF	1.0	1.0	1.0	1.0
ASSISTANT FIRE CHIEF	3.0	3.0	2.0	3.0
ADMINISTRATION SUPPORT I	-	-	-	-
ADMINISTRATION SUPPORT II	2.0	2.0	2.0	2.0
ADMIN SUPPORT III (CHIEF OF STAFF)	-	1.0	1.0	1.0
SR ADMINISTRATION SUPPORT IV	1.0	-	-	-
FIRE MARSHAL	1.0	1.0	1.0	1.0
ASSISTANT FIRE MARSHAL	1.0	1.0	1.0	1.0
DEPUTY FIRE MARSHAL	5.0	5.0	5.0	5.0
FIRE TRAINING OFFICER	1.0	1.0	1.0	1.0
ASST FIRE TRAINING OFFICER	1.0	1.0	1.0	1.0
FIRE BATTALION CHIEF	4.0	4.0	4.0	4.0
FIRE CAPTAIN	30.0	39.0	39.0	39.0
FIRE ENGINEER	30.0	33.0	33.0	33.0
PUBLIC SAFETY TECHNICIAN	0.3	0.3	0.3	0.3
FIREFIGHTER	56.0	51.0	51.0	51.0
FIRE PROTECTION ENGINEER	-	-	-	-
LOGISTICS OFFICER	1.0	-	-	-
CRISIS RESPONSE EMT	2.0	2.0	2.0	2.0
COMMUNICATIONS CNTR MANAGER	1.0	1.0	1.0	1.0
COMMUNICATIONS CNTR ASST MANAGER	-	-	-	-
EMERGENCY SERV. DISPATCHER III	19.0	19.0	19.0	19.0
EMERGENCY SERV. DISPATCHER II	1.0	1.0	1.0	1.0
EMERGENCY SERV. DISPATCHER I	1.0	1.0	1.0	1.0
EMERGENCY SERV OPERATOR-TRAIN	6.0	6.0	6.0	6.0
EMERGENCY SERVICES OPERATOR	4.0	4.0	4.0	4.0
EMERG.SERV.DISPATCH SHIFT SUPR.	4.0	5.0	5.0	5.0
SUBTOTAL PUBLIC SAFETY	175.3	182.3	181.3	182.3
911 GRANT POSITIONS:				
PUBLIC SAFETY TECHNICIAN	0.3	0.3	0.3	0.3
COMM CENTER ASST MGER	1.0	1.0	1.0	1.0
TOTAL FIRE DEPARTMENT POSTIIONS	176.6	183.6	182.6	183.6



Budgeted Expenses

BUDGETED EXPENSE TOTAL | $32,728,327
CHANGE FROM PRIOR YEAR | $1,431,325

FIRE DEPARTMENT ALL FUNDS
OPERATING BUDGET BY FUND

	ACTUAL FY 24	ACTUAL FY 25	BUDGET FY 26	ESTIMATE FY 26	PROPOSED FY 27
FIRE DEPT PUBLIC SAFETY FUND	$ 27,231,329	$ 28,036,182	$ 29,075,540	$ 27,744,622	$ 30,471,233
911 EMERGENCY OPS	3,583,360	2,247,525	1,404,594	2,491,128	1,553,370
FIRE GRANTS	50,177	302,192	141,500	49,550	99,000
RADIO COMMUNICATIONS	94,465	54,718	394,813	35,000	393,780
CAPITAL REPLACEMENT	374,122	79,866	278,508	278,508	30,627
FIRE STATION CONSTRUCTION	-	-	-	-	178,519
ROAD MAINTENANCE	564	501	1,747	1,747	1,798
TOTAL EXPENDITURES	**$ 31,334,017**	**$ 30,720,984**	**$ 31,296,702**	**$ 30,600,554**	**$ 32,728,327**

FIRE DEPARTMENT ALL FUNDS
OPERATING BUDGET BY CLASS

	ACTUAL FY 24	ACTUAL FY 25	BUDGET FY 26	ESTIMATE FY 26	PROPOSED FY 27
PERSONAL SERVICES	$ 22,956,634	$ 24,059,564	$ 23,893,526	$ 23,182,216	$ 25,268,091
OPERATIONS AND MAINTENANCE	3,774,945	4,017,779	5,196,684	4,015,303	5,179,615
CAPITAL	3,361,828	374,928	1,273,612	2,481,465	1,043,127
TRANSFERS	1,240,610	2,268,713	932,880	921,570	1,237,494
TOTAL EXPENDITURES	**$ 31,334,017**	**$ 30,720,984**	**$ 31,296,702**	**$ 30,600,554**	**$ 32,728,327**



Budgeted Revenues

BUDGETED EXPENSE TOTAL | $32,728,327
CHANGE FROM PRIOR YEAR | $1,431,325

FIRE DEPARTMENT ALL FUNDS
REVENUE BY CLASSIFICATION

	ACTUAL FY 24	ACTUAL FY 25	BUDGET FY 26	ESTIMATE FY 26	PROPOSED FY 27
REVENUE:					
LICENSES & PERMITS	$ 100	$ 4,100	$ 2,000	$ 1,000	$ 2,000
INTER-GOVERNMENTAL	1,966,732	2,147,930	1,859,914	2,235,648	1,980,010
CHARGES FOR SERVICE	2,838,320	3,008,709	2,898,876	2,832,069	3,101,561
SPECIAL ASSESSMENTS	2,880	2,764	2,875	2,800	2,875
TRANSFER	370,000	1,302,492	53,700	53,700	178,519
MISCELLANEOUS	752,440	499,311	269,684	592,040	357,968
TOTAL REVENUE	$ 5,930,472	$ 6,965,306	$ 5,087,049	$ 5,717,257	$ 5,622,933

FIRE DEPARTMENT ALL FUNDS
REVENUE BY FUND

	ACTUAL FY 24	ACTUAL FY 25	BUDGET FY 26	ESTIMATE FY 26	PROPOSED FY 27
REVENUE:					
FIRE PUBLIC SAFETY	$ 3,747,360	$ 4,213,144	$ 3,591,064	$ 4,132,294	$ 4,181,219
911 EMERGENCY OPS	1,655,747	2,384,711	1,213,188	1,343,937	1,253,659
FIRE GRANTS	127,016	94,141	103,069	51,722	64,438
RADIO COMMUNICATIONS	376,784	264,099	118,237	129,626	113,861
FIRE STATION CONSTRUCTION	19,518	5,319	57,793	55,678	5,730
ROAD MAINTENANCE	4,047	3,892	3,698	4,000	4,026
TOTAL REVENUE	$ 5,930,472	$ 6,965,306	$ 5,087,049	$ 5,717,257	$ 5,622,933

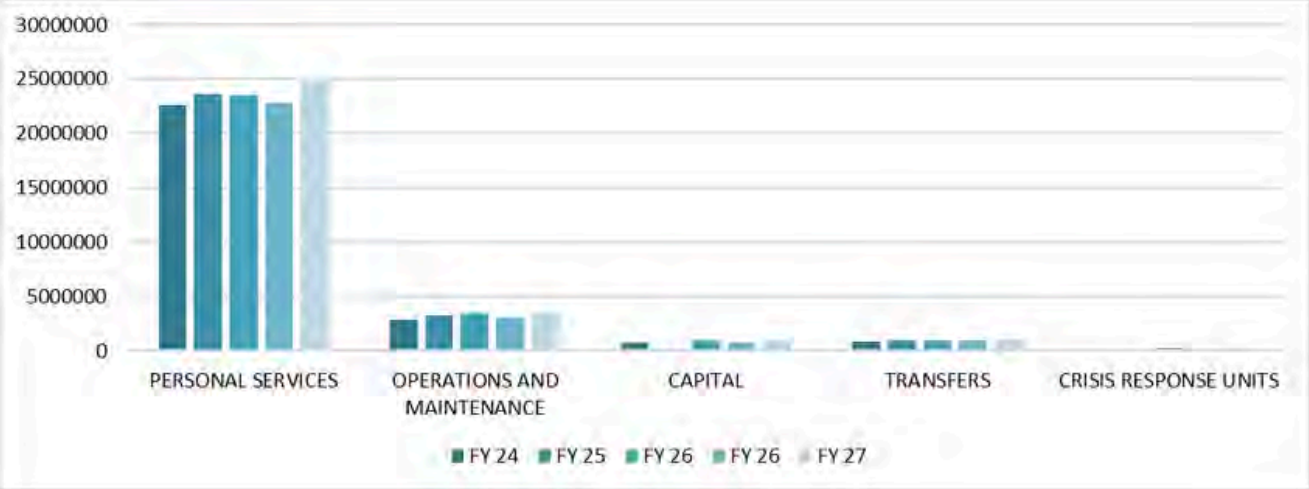


Fire Department

BUDGETED EXPENSE TOTAL | $32,728,327
CHANGE FROM PRIOR YEAR | $1,431,325

PUBLIC SAFETY FUND — OPERATING BUDGET

	ACTUAL FY 24	ACTUAL FY 25	BUDGET FY 26	ESTIMATE FY 26	PROPOSED FY 27
PERSONAL SERVICES	$ 22,639,656	$ 23,623,567	$ 23,519,712	$ 22,844,054	$ 24,842,195
OPERATIONS AND MAINTENANCE	2,824,235	3,283,785	3,425,223	3,034,333	3,439,280
CAPITAL	725,416	38,895	995,104	785,104	912,500
TRANSFERS	870,610	966,221	932,880	921,570	1,058,975
TOTAL FIRE	**27,059,917**	**27,912,468**	**28,872,919**	**27,585,061**	**30,252,950**
MENTAL HEALTH:					
CRISIS RESPONSE UNITS	171,412	157,078	202,621	159,561	218,283
TOTAL EXPENDITURES	**$ 27,231,329**	**$ 28,069,546**	**$ 29,075,540**	**$ 27,744,622**	**$ 30,471,233**



HUMAN RESOURCES



Human Resources

BUDGETED EXPENSE TOTAL | $27,726,270

General Fund (Human Resources): $1,480,691
City Health Benefits: $21,151,417
Property Insurance $5,094,162

CHANGE FROM PRIOR YEAR | $3,220,840

Budget Justification

The FY27 Human Resources Department budget is $1,480,691, this is an increase in costs of $351,178 over the prior year.

The City's HR and Payroll functions support approximately 1,100 employees across multiple departments and bargaining units. Payroll processing is currently dependent on a highly manual, outdated system that requires extensive data entry, complex validations, and significant institutional knowledge to ensure accuracy and compliance. This lack of automation increases the risk of payroll errors, compliance issues, delays, and financial liabilities, while also placing heavy strain on HR and Finance during audits, budgeting, and labor negotiations.

The limitations of the legacy system also affect other HR functions, including open enrollment, benefits administration, timekeeping, policy communication, and employee support. A modern, integrated Payroll/HRIS system is essential to improving accuracy, reducing risk, streamlining processes, and enhancing employee communication and service delivery.

The HR Director currently manages all operational, compliance, and strategic responsibilities while also overseeing all aspects of labor relations for the City, including collective bargaining agreements, negotiations, grievances, and due process hearings, without any dedicated leadership support. The volume and complexity of daily workload demands regularly exceed the time available to address them, making it difficult to maintain essential operations effectively. This creates organizational risk and limits the department's ability to provide consistent oversight, manage complex employee matters, and lead the transition to a new HRIS system. Adding an Assistant HR Director will provide critical support in employee relations, labor relations, investigations, compliance, and policy administration, and will expand the leadership capacity needed to meet Citywide expectations.



Human Resources

BUDGETED EXPENSE TOTAL | $27,726,270
CHANGE FROM PRIOR YEAR | $3,220,840

Budget Justification continued...

Additionally, HR's current siloed structure leaves no cross-coverage for HR Associates. Each Associate manages specialized responsibilities—including FMLA/ADA, benefits administration, onboarding and offboarding, workers' compensation, and liability and property claims—with no designated backup when they are absent. This results in service delays, compliance risks, and inconsistent support to departments.

A second HR Generalist will allow the department to shift to a team-based model, ensuring trained cross-coverage for essential functions, continuity of service, reduced risk exposure, and improved employee experience. This position will also create capacity for policy updates, system improvements, annual compliance training, and ongoing operational needs.

Given the size and complexity of the City's workforce, the current staffing and systems cannot meet operational demands or provide the level of service required. Investing in a modern HRIS, an Assistant HR Director, and a second HR Generalist is essential to strengthening internal controls, improving efficiency, reducing risk, and supporting the City's ability to manage its workforce effectively and responsibly.

The FY27 Property and Liability Insurance budget will increase by $508,634 driven by a 10% increase in property insurance premiums, an 8.5% increase in liability insurance premiums and a 26% increase in self-insured liability payments.

The FY27 Health Insurance budget will increase by $2,361,028 driven by a 9% projected increase in medical claims costs and a 12% increase in prescription claims costs.



Human Resources

BUDGETED EXPENSE TOTAL | $27,726,270
CHANGE FROM PRIOR YEAR | $3,220,840

Ongoing Issues

·The City will continue to support the "Healthy Is Wellness" program, which focuses on improving employee health and reducing high-cost insurance claims through proactive wellness initiatives. As part of this program, HR will continue to coordinate annual biometric screening events each April, encouraging employees to participate in health assessments that promote early detection, healthier habits, and long-term well-being. These efforts help employees take a more active role in managing their health while also supporting the City's goal of reducing overall health insurance costs.

·The City will continue its Milestone Recognition Program, which honors employees for their dedicated service at 5, 10, 15, 20, 25, 30, 35, and 40 years. This program reinforces a culture of appreciation, supports employee retention, and recognizes the long-term commitment of staff who contribute to the City's mission and community every day.

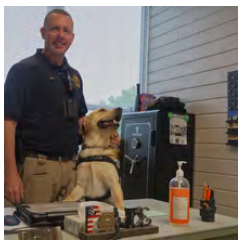
The Safety Committee program, paired with our transition to Montana State Fund as our workers' compensation carrier, have produced substantial cost savings. This change has also expanded our access to state-provided safety training resources, further supporting long-term risk reduction and budget stability.













Goals

BUDGETED EXPENSE TOTAL | $27,726,270
CHANGE FROM PRIOR YEAR | $3,220,840

Goal: Purchase a modern, integrated Payroll/HRIS software system

Action(s): Research, review, and conduct a cost analysis to purchase a new payroll/HRIS software system.

Outcome(s): New payroll/HRIS system will improve accuracy, reduce risk, streamline processes, and enhance employee communication and service delivery.

Goal: Increase the City of Billings Social Media presence as it relates to recruiting vacant positions.

Action(s): Post all vacant positions on social media and professional websites. Continue to review and monitor which platform provides the greatest number and quality of applicants.

Outcome(s): The City of Billings will be in compliance with EEOC and draw a larger applicant pool for vacant positions.

Goal: Provide additional ongoing employee and management development and training programs.

Action(s): Increase training for all employees. Supervisory training will focus on safety, workers' compensation, liability, harassment and diversity awareness, workplace violence, employment laws, drug and alcohol reasonable suspicion, and City finances/budgeting. Employee training will focus on such topics as ethics, safety, harassment, workplace violence, diversity and inclusion, customer service, and employee benefits.

Outcome(s): A training program that efficiently improves the employees' and supervisors' skills and abilities to perform their assigned functions.





Staffing Authorization

BUDGETED EXPENSE TOTAL | $27,726,270
CHANGE FROM PRIOR YEAR | $3,220,840

POSITION	ACTUAL FY 24	ACTUAL FY 25	BUDGET FY 26	PROPOSED FY 27
HUMAN RESOURCES				
HUMAN RESOURCES DIRECTOR	1.0	1.0	1.0	1.0
HUMAN RESOURCES ASSISTANT DIRECTOR	-	-	-	1.0
TRAINING SPECIALIST	-	-	-	-
HUMAN RESOURCES ASSOCIATE	1.0	1.0	1.0	1.0
PAYROLL/HR GENERALIST	1.0	1.0	1.0	1.0
PAYROLL/HR ANALYST	2.0	2.0	2.0	2.0
ADMINISTRATIVE SUPPORT II	1.0	1.0	1.0	1.0
PROPERTY INSURANCE				
RISK/SAFETY OFFICER	1.0	1.0	1.0	1.0
TOTAL HUMAN RESOURCES	**7.0**	**7.0**	**7.0**	**8.0**

5-Year Outlook

The HR Department will operate far more efficiently with a fully integrated Payroll/HRIS system that consolidates payroll, benefits, recruiting, onboarding, training, timekeeping and employee records into one platform. This efficiency, combined with additional staffing, will allow HR to deliver consistent in-house compliance training and reduce reliance on third-party providers. With more capacity, the department will also be able to focus on strategic planning, workforce development, and maintaining fully electronic personnel files. The result will be a more efficient, compliant, and forward-focused HR operation.



Budgeted Revenues

BUDGETED EXPENSE TOTAL | $27,726,270
CHANGE FROM PRIOR YEAR | $3,220,840

HUMAN RESOURCES
REVENUE BY FUND

	ACTUAL FY 24	ACTUAL FY 25	BUDGET FY 26	ESTIMATE FY 26	PROPOSED FY 27
GENERAL FUND	$ -	$ -	$ -	$ -	$ -
HEALTH BENEFITS	14,521,636	$ 15,339,291	14,564,581	15,638,579	15,917,581
PROPERTY INSURANCE	3,789,606	5,021,622	4,340,385	4,300,206	5,100,947
TOTAL REVENUES	**$ 18,311,242**	**$ 20,360,913**	**$ 18,904,966**	**$ 19,938,785**	**$ 21,018,528**

HUMAN RESOURCES
REVENUE BY CLASSIFICATION

	ACTUAL FY 24	ACTUAL FY 25	BUDGET FY 26	ESTIMATE FY 26	PROPOSED FY 27
CHARGE FOR SERVICES	$ 17,766,791	$ 19,889,555	$ 18,537,206	$ 19,564,569	$ 20,680,768
INVESTMENT EARNINGS	534,322	473,899	367,760	374,216	337,760
MISCELLANEOUS	10,129	(2,541)	-	-	-
TOTAL REVENUES	**$ 18,311,242**	**$ 20,360,913**	**$ 18,904,966**	**$ 19,938,785**	**$ 21,018,528**



Budgeted Expenses

BUDGETED EXPENSE TOTAL | $27,726,270
CHANGE FROM PRIOR YEAR | $3,220,840

HUMAN RESOURCES
OPERATING BUDGET BY FUND

	ACTUAL FY 24	ACTUAL FY 25	BUDGET FY 26	ESTIMATE FY 26	PROPOSED FY 27
GENERAL FUND	$ 972,467	$ 1,055,772	$ 1,129,513	$ 1,104,893	$ 1,480,691
HEALTH BENEFITS	15,488,035	15,526,747	18,790,389	18,748,957	21,151,417
PROPERTY INSURANCE	3,709,601	4,415,659	4,585,528	5,179,914	5,094,162
TOTAL EXPENDITURES	**$ 20,170,103**	**$ 20,998,178**	**$ 24,505,430**	**$ 25,033,764**	**$ 27,726,270**

HUMAN RESOURCES
OPERATING BUDGET BY CLASSIFICATION

	ACTUAL FY 24	ACTUAL FY 25	BUDGET FY 26	ESTIMATE FY 26	PROPOSED FY 27
PERSONAL SERVICES	$ 1,184,384	$ 806,201	$ 971,997	$ 903,404	$ 1,120,637
OPERATIONS AND MAINTENANCE	18,985,719	20,191,977	23,533,433	24,130,360	26,605,633
TOTAL EXPENDITURES	**$ 20,170,103**	**$ 20,998,178**	**$ 24,505,430**	**$ 25,033,764**	**$ 27,726,270**

INFORMATION TECHNOLOGY



Information Technology

BUDGETED EXPENSE TOTAL | $5,082,718

Information Technology: $ 4,375,465

Central Telephone: $ 707,253

CHANGE FROM PRIOR YEAR | $591,973

Budget Justification

The Information Technology Department provides the technology systems, infrastructure, and support services that enable City of Billings departments to deliver reliable public services. As City operations increasingly rely on digital systems, the department's role is to ensure that technology is secure, reliable, and aligned with the organization's operational needs. To accomplish this, the IT Department manages the City's enterprise applications, cybersecurity protections, network and communications infrastructure, geographic information systems (GIS), and data services while providing strategic planning, project management, system integration, vendor coordination, and technical support to departments across the City.

The Information Technology Budget is $4,375,465, $356,850 more than last year's. This budget includes a new Systems Analyst position, budgeted at $105,000.This position was recommended by the SL Serco Audit and will be dedicated to meeting Public Works' application support needs. Additionally, IT had a savings of $125,923 from retirement and position transitions from the prior year. However, IT will be requesting two positions at a cost of $197,324. This means there was a net increase in personnel costs of $71,401 from the prior year. Operating expenses increased by $158,301 primarily due to Technology Replacement Plan (TRP) equipment replacements and higher software licensing and support costs across several citywide systems. There are $85,000 in Capital expenses this year to pay for two new SAN servers.

Information Technology is an internal support function with projected revenues of $4,318,564 generated primarily through service charges to City departments. Departmental IT charges are calculated using a cost allocation model that reflects each department's use of technology services and resources. Charges are based on the prior calendar year's



Information Technology

BUDGETED EXPENSE TOTAL | $5,082,718
CHANGE FROM PRIOR YEAR | $591,973

Budget Justification continued...

utilization of PC and network support, application support, GIS services, virtual server infrastructure, and data storage resources. Key metrics used in the allocation model include the number of PCs supported, the number of email accounts, allocated data storage, virtual server usage, and the level of staff support required to maintain enterprise applications and systems.

FY27 total revenues are projected to be $70,061 less than total expenses. The Information Technology Department maintains conservative revenue estimates. Variations between projected revenues and expenses are typically managed through normal operating adjustments and prior-year savings within the Information Technology fund.

Under the direction of the Information Technology Director, the Telecommunications Manager and the IT Support Specialist provide telephone, voice mail, call accounting, communications-related procurement, cell phone, infrastructure support, and related financial accounting services for 10 remote sites, 513 landline phones, 32 Centrex phone lines, 45 outside analog lines, and 435 Smartphones/cell phones.

The Central Telephone Service (Fund 606) is an internal support function with revenues of $481,693 derived predominantly from phone-related services, including management of cellular services and interest income. Expenses for FY27 are $705,253, an increase of $235,123 over the prior year. The primary driver of this increase is the planned replacement of the City's phone system, including $242,060 in capital expenditures for new equipment, to be funded from available savings.



Staffing Authorization

BUDGETED EXPENSE TOTAL | $5,082,718
CHANGE FROM PRIOR YEAR | $591,973

POSITION	ACTUAL FY24	ACTUAL FY25	BUDGET FY 26	PROPOSED FY 27
INFORMATION TECHNOLOGY DIRECTOR	0.9	0.9	0.9	0.9
SYSTEMS ANALYST	3.0	3.0	4.0	4.0
SYSTEM/DATABASE ADMINISTRATOR	-	-	1.0	1.0
SYSTEM ADMINISTRATOR	-	-	-	
APPLICATION MANAGER	-	-	1.0	1.0
OPERATION SUPPORT SPECIALIST	1.0	1.0	-	-
GIS SPECIALIST	1.0	1.0	1.0	1.0
GIS MANAGER	1.0	1.0	1.0	1.0
LAND MANAGEMENT COORDINATOR	1.0	1.0	-	-
SENIOR APPLICATION DEVELOPER	1.0	1.0	-	-
IT MANAGER	1.0	1.0	1.0	1.0
PUBLIC SAFETY TECH SUPPORT	2.0	2.0	2.0	2.0
P. C. SUPPORT SPECIALIST	2.0	2.0	2.0	2.0
NETWORK ADMINISTRATOR	1.0	1.0	1.0	1.0
ASST. NETWORK ADMINISTRATOR	1.0	1.0	1.0	1.0
IT SUPPORT SPECIALIST	0.8	0.8	0.8	0.8
IT SECURITY ENGINEER	0.9	0.9	0.9	0.9
GIS TECHNICIAN	3.0	3.0	4.0	4.0
GIS ASSET ANALYST	1.0	1.0	1.0	1.0
TOTAL	**21.5**	**21.5**	**22.5**	**22.5**



Staffing Authorization

BUDGETED EXPENSE TOTAL | $5,082,718
CHANGE FROM PRIOR YEAR | $591,973

Staffing in the next 5 years

Over the next five years, the Information Technology Department anticipates staffing growth of up to four positions to support increasing technology demands across the organization. As City operations continue to rely more heavily on enterprise systems, network infrastructure, training, and data services, additional staff capacity will be necessary to maintain reliable technology services and successfully implement new systems and initiatives.

The current FY27 budget includes a Systems Analyst position intended to support application and integration needs for the Public Works Department. This position was recommended through the SL Serco assessment and will be funded 100% by Public Works. The position remained unfilled for the past year while the department worked with Public Works leadership to better define the responsibilities and support needs of this role.

Looking ahead, the IT Department anticipates adding an Assistant Network Administrator position in FY27 or FY28 to strengthen the Network and Infrastructure Team. As the City's network, server infrastructure, cybersecurity requirements, and communications systems continue to grow, this position will help provide additional operational capacity to manage infrastructure systems and support citywide technology services. Funding for this position would be supported through adjustments to departmental IT service charges.

The department is also evaluating the potential addition of an IT Project Management position in FY28. As the City continues to implement and replace enterprise software systems and infrastructure platforms, this role would help coordinate technology projects, improve project planning and implementation, and ensure technology initiatives are delivered efficiently and with minimal disruption to City operations.



Staffing Authorization

BUDGETED EXPENSE TOTAL | $5,082,718
CHANGE FROM PRIOR YEAR | $591,973

Staffing in the next 5 years continued...

In addition, IT anticipates adding a Public Safety Training Coordinator position in FY28 to support the Police Department's growing technology training needs. As public safety agencies adopt more advanced software platforms and operational technologies, this position will help ensure staff are properly trained to use these systems effectively while supporting ongoing understanding and use of system capabilities as technology evolves. Funding for this position would be provided through the Police Department's Public Safety Mill Levy funds.

	FY27 Requested Budget	FY27 Additions	FY28 Additions	FY29 Additions	FY30 Additions
Additional FTE	1	1	1		
Personal Services	$105,000	$116,000	$205,000		
Operation & Maintenance	$270,000	$20,000	$20,000	$25,000	
Capital Outlay	85,000	500,000			



Budgeted Revenues

BUDGETED EXPENSE TOTAL | $5,082,718
CHANGE FROM PRIOR YEAR | $591,973

INFORMATION TECHNOLOGY DEPARTMENT REVENUE

REVENUE BY FUND	ACTUAL FY 24	ACTUAL FY 25	BUDGET FY 26	ESTIMATE FY 26	PROPOSED FY 27
INFORMATION RESOURCES	$ 3,668,509	$ 4,098,708	$ 4,044,625	$ 3,847,725	$ 4,318,564
TELEPHONE	485,438	493,318	484,790	453,246	481,693
TOTAL REVENUE	$ 4,153,947	$ 4,592,026	$ 4,529,415	$ 4,300,971	$ 4,800,257

INFORMATION TECHNOLOGY DEPARTMENT ALL FUNDS

REVENUE BY CLASSIFICATION	ACTUAL FY 24	ACTUAL FY 25	BUDGET FY 26	ESTIMATE FY 26	PROPOSED FY 27
CHARGE FOR SERVICE	$ 3,954,378	$ 4,329,097	$ 4,479,718	$ 4,098,080	$ 4,730,682
OTHER	121,074	193,500	-	149,812	-
INVESTMENT EARNINGS	78,495	69,429	49,697	53,079	69,575
TOTAL REVENUE	$ 4,153,947	$ 4,592,026	$ 4,529,415	$ 4,300,971	$ 4,800,257



Budgeted Expenses

BUDGETED EXPENSE TOTAL | $5,082,718
CHANGE FROM PRIOR YEAR | $591,973

INFORMATION TECHNOLOGY DEPARTMENT EXPENSE

EXPENSE BY FUND	ACTUAL FY 24	ACTUAL FY 25	BUDGET FY 26	ESTIMATE FY 26	PROPOSED FY 27
INFORMATION RESOURCES	$ 3,555,596	$ 3,600,675	$ 4,018,615	$ 3,596,444	$ 4,375,465
TELEPHONE	419,569	446,009	472,130	363,937	707,253
TOTAL EXPENDITURES	$ 3,975,165	$ 4,046,684	$ 4,490,745	$ 3,960,381	$ 5,082,718

DEPARTMENT ALL FUNDS

EXPENSE BY CLASSIFICATION	ACTUAL FY 24	ACTUAL FY 25	BUDGET FY 26	ESTIMATE FY 26	PROPOSED FY 27
PERSONAL SERVICES	$ 2,613,437	$ 2,386,151	$ 2,658,550	$ 2,139,464	$ 2,770,734
OPERATIONS AND MAINTENANCE	1,294,640	1,636,135	1,832,195	1,820,917	1,984,924
CAPITAL	67,088		-	-	327,060
TRANSFERS OUT	-	24,398	-	-	-
TOTAL EXPENDITURES	$ 3,975,165	$ 4,046,684	$ 4,490,745	$ 3,960,381	$ 5,082,718



Goals

BUDGETED EXPENSE TOTAL | $5,082,718
CHANGE FROM PRIOR YEAR | $591,973

Project Outlook: 1 to 3 Years

Goal: Strengthen Cybersecurity and Protect City Systems

Action: Continue implementing the cybersecurity improvement roadmap developed through the City's recent cybersecurity assessments. This effort will focus on expanding incident response capabilities and enhancing internal security policies and procedures. The work will prioritize the highest-risk areas identified through the assessment while improving staff awareness and operational readiness across departments.

Outcome: Improved protection of City systems and data, reduced organizational cybersecurity risk, and increased readiness to detect and respond to cybersecurity threats affecting City operations.

Action: Evaluate emerging artificial intelligence technologies to determine how they may support cybersecurity monitoring, threat detection, and automation of routine security tasks.

Outcome: Improved cybersecurity monitoring capabilities and increased organizational readiness to respond to emerging threats.



Goals

BUDGETED EXPENSE TOTAL | $5,082,718
CHANGE FROM PRIOR YEAR | $591,973

Project Outlook: 1 to 3 Years continued...

Goal: Modernize Core Technology Infrastructure

Action: Plan and implement a replacement for the City's current phone system, which is approaching the end of its lifecycle. Staff will work with departments to understand their needs, evaluate available communications platforms, and implement a modern system that supports reliable voice services and future collaboration capabilities across City departments.

Outcome: Reliable and sustainable communications infrastructure that supports daily operations across City departments while reducing long-term risk associated with unsupported technology.

Action: Upgrade the City's virtual server infrastructure that supports many of the City's core business systems. This effort will evaluate staged hardware refresh cycles and the selective use of cloud services to reduce large, cyclical replacement costs while improving overall system reliability.

Outcome: Improved reliability and resiliency of the City's infrastructure environment supporting core business systems, reduced risk of service disruptions, and a more predictable approach to managing long-term technology replacement costs.



Goals

BUDGETED EXPENSE TOTAL | $5,082,718
CHANGE FROM PRIOR YEAR | $591,973

Project Outlook: 1 to 3 Years continued...

Goal: Modernize Enterprise Systems Supporting City Operations

Action: Complete the transition of the City's public safety technology environment to modern cloud-based platforms in partnership with Police, Fire, and other public safety agencies. This effort will build on the evaluation work already completed and the Fire Department's successful transition to the new cloud-based technology. Over the next year, the City will move forward with implementing the enterprise public safety system and other recommended public safety technologies to replace legacy systems and improve system integration across public safety operations.

Outcome: Modern public safety systems that improve reliability, security, and operational coordination across Police, Fire, and other emergency response agencies while reducing reliance on locally maintained infrastructure and manual system upgrades.

Action: Provide project management oversight for the transition to a new payroll system. This effort will involve coordinating with Human Resources, Finance, and the selected vendor to guide the project through implementation, ensuring alignment with defined goals, timelines, budget expectations, and quality standards. The project will also support system configuration, staff training, and operational readiness as the new system is deployed.



Goals

BUDGETED EXPENSE TOTAL | $5,082,718
CHANGE FROM PRIOR YEAR | $591,973

Project Outlook: 1 to 3 Years continued...

Outcome: Implementation of a new payroll system that will improve the efficiency and automation of HR and payroll processes while enhancing the accuracy and accessibility of employee data and reporting. The new system will strengthen compliance with regulatory and reporting requirements, reduce operational risk associated with manual processes, and provide a more streamlined, user-friendly experience for City employees and HR staff.

Action: Implement the Storeroom inventory management system and integrate it with the City's asset management tools used by Public Works and Parks. This effort will involve configuring the system and integrating it with the City's asset management and financial systems.

Outcome: Improved tracking and management of materials and supplies used in infrastructure maintenance and operations.

Goal: Improve Collaboration, Data Access, and Digital Services

Action: Redesign the City's public website to improve usability, accessibility, and service delivery while ensuring compliance with accessibility standards and modern digital communication expectations. This effort will include working with departments to ensure information and online services are easier for residents to locate and use.



Goals

BUDGETED EXPENSE TOTAL | $5,082,718
CHANGE FROM PRIOR YEAR | $591,973

Project Outlook: 1 to 3 Years continued...

Action: Expand and improve the City's use of SharePoint and Microsoft collaboration tools to support document sharing, workflow automation, and improved organization of departmental information. This effort will include working with departments to establish consistent document structures, strengthen information management practices, and implement appropriate governance and access controls within the City's collaboration environment. These improvements will also help prepare the City to responsibly evaluate and implement emerging technologies, including generative AI tools.

Outcome: Improved collaboration and more efficient access to organizational information through better document organization and information management practices. Establishing consistent structures and governance for the City's digital information will also position the organization to safely adopt emerging technologies such as generative AI, enabling staff to more easily locate information and develop draft content while maintaining appropriate security and policy guardrails.

Action:Expand the City's ability to access and analyze operational data through improved data integration, reporting tools, and analytics capabilities supported by GIS and other enterprise systems. This effort will focus on connecting authoritative data sources across systems, improving the ability to generate dashboards and reports, and supporting departments in using operational data to better understand service delivery and performance.



Goals

BUDGETED EXPENSE TOTAL | $5,082,718
CHANGE FROM PRIOR YEAR | $591,973

Project Outlook: 1 to 3 Years continued...

Outcome: Improved decision-making capabilities and better visibility into operational performance across City departments. By improving access to integrated data and analytics tools, departments will be better equipped to monitor service levels, track key performance indicators, and make more informed operational and policy decisions.

Goal: Strengthen Technology Governance and Long-Term Sustainability

Action: Develop and implement a formal IT governance and project delivery framework to improve technology planning, prioritization, and cross-departmental coordination. This effort will establish clearer processes for evaluating technology requests, prioritizing projects, and coordinating implementation efforts with departmental stakeholders to ensure technology initiatives align with operational needs and organizational priorities.

Outcome: More consistent and transparent delivery of technology projects, improved coordination between IT and City departments, and stronger alignment between technology investments and the City's operational and strategic priorities.

Action: Continue evaluating technology growth and software licensing costs to ensure that technology investments remain aligned with organizational priorities while minimizing financial impact to City departments. This effort will include reviewing enterprise software licensing, infrastructure costs, and emerging technology needs to ensure the City maintains a sustainable and strategic approach to technology spending.



Goals

BUDGETED EXPENSE TOTAL | $5,082,718
CHANGE FROM PRIOR YEAR | $591,973

Project Outlook: 1 to 3 Years continued...

Outcome: Sustainable technology growth that supports operational needs while maintaining responsible cost management. Ongoing evaluation of technology investments will help ensure the City continues to deliver reliable and modern technology services while managing long-term costs and maintaining predictable IT charges to departments.

Goal: Strengthen Department Partnerships and Technology Service Delivery

Action: Establish an engagement process between the Information Technology Department and the City departments it serves. This effort will include regularly scheduled meetings with department leadership and subject matter experts to review technology needs, discuss upcoming projects, evaluate system performance, and identify opportunities to improve technology services. These meetings will also help departments better understand the technology systems they rely on, clarify roles and responsibilities between IT and operational departments, and support better coordination when planning new technology initiatives.

Outcome: Stronger collaboration between the IT Department and City departments, resulting in better alignment between technology services and operational needs. Regular communication will improve transparency in how IT services are delivered, allow departments to better plan for future technology changes, and help ensure technology investments support service delivery across the organization.



Goals

BUDGETED EXPENSE TOTAL | $5,082,718
CHANGE FROM PRIOR YEAR | $591,973

Technology Outlook: Next 5 Years

The following items represent long-term technology priorities that will guide the City's technology strategy over the next five years.

·Technology Partnerships with Public Safety Departments

- IT will continue partnering with the Police and Fire Departments to support evolving technology needs, operational data analysis, and reporting capabilities that enhance public safety operations and service delivery.

·Long-Term Technology Investment Planning

- IT will continue planning for future technology needs by evaluating emerging technologies, reviewing system utilization, and ensuring that technology investments align with organizational priorities while maintaining cost sustainability.

·Expanding GIS Utilization

- IT will expand access to GIS tools and data across departments to improve operational awareness, asset management, planning activities, and service delivery.

·Organizational Readiness and Technology Adoption

- The IT Department will support the City in navigating ongoing technology changes by promoting structured adoption strategies, training, and improved communication between IT and customer departments.



Goals

BUDGETED EXPENSE TOTAL | $5,082,718
CHANGE FROM PRIOR YEAR | $591,973

Technology Outlook: Next 5 Years

·Internal Technology Expertise and Workforce Development

- The IT Department will continue investing in staff development, cross-training, and knowledge sharing to strengthen internal expertise across infrastructure, applications, cybersecurity, GIS, and data systems. By ensuring multiple team members can support key systems, the department will reduce operational risk associated with single points of expertise and improve service continuity during staff absences or transitions. Expanding internal capabilities will allow more technology projects to be completed in-house, reduce reliance on external consultants where appropriate, and support the evaluation of open-source and internally managed solutions that help control long-term technology costs.

·Artificial Intelligence Readiness and Responsible Adoption

- The IT Department will work with City leadership to evaluate and responsibly adopt emerging artificial intelligence technologies that can enhance operational efficiency, improve access to information, and support data-driven decision making. This work will focus on establishing appropriate governance, information organization, and security controls to enable the safe use of AI tools to assist staff with information discovery, document preparation, and operational analysis.

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Goals

BUDGETED EXPENSE TOTAL | $5,082,718
CHANGE FROM PRIOR YEAR | $591,973

Technology Outlook: Next 5 Years

Systems Thinking and IT Service Delivery

- The IT Department will continue to strengthen a systems-based approach to technology management by improving coordination among infrastructure, applications, cybersecurity, GIS, and departmental systems. This approach will help the City better understand where critical data resides, who is responsible for managing it, and how technology systems interact across the organization. By improving visibility into systems and their relationships, the City will be better positioned to integrate authoritative data across systems and support reliable reporting of performance metrics and other key information that helps leadership and the public better understand City operations and service delivery.





CITY ATTORNEY



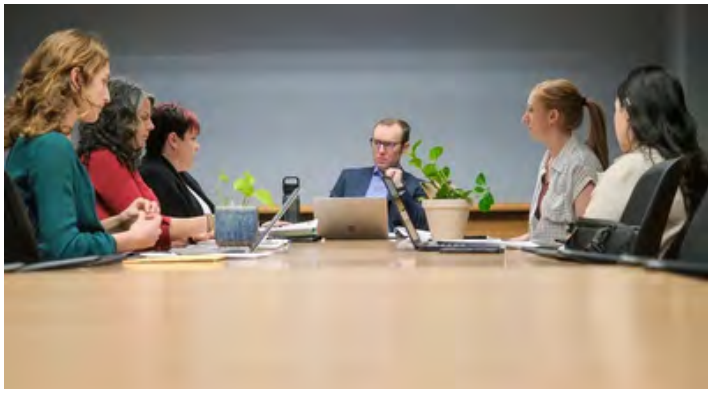
City Attorney

BUDGETED EXPENSE TOTAL | $4,379,863
CHANGE FROM PRIOR YEAR | $223,412

Budget Justification

The FY27 budget for the City Attorney is $4,379,863, which includes an increase of $223,412 over FY26. The City Attorney's Office currently has two (2) vacant positions that need to be filled. Hiring of these positions will result in additional monthly charges for telephone, parking, membership fees, miscellaneous equipment (computers), office supplies (furniture), and subscriptions for license fees (Westlaw).

There is an approximate increase of $49,171 in O&M costs due to increased regular monthly charges (IT, Telephone, Facilities, Parking, certification requirements, subscriptions, surface travel, etc.). This total also includes an approximate $25,100 due to a yearly increase in bar association dues, subscriptions, and software licenses.



New Programs

Implementation of interfaces between the Billings Police Department's database system (New World LERMS by Tyler) and the City Attorney's Office database (Prosecutor by Karpel). These interfaces will work cohesively with one another and will enable easier integration of case information from law enforcement to the City Attorney's Office which will increase productivity and reduce redundancy between the two departments. Annual maintenance for the Tyler interface portion will cost $7,400 and annual maintenance for the PBK interface portion will cost $2,000.



City Attorney

BUDGETED EXPENSE TOTAL | $4,379,863
CHANGE FROM PRIOR YEAR | $223,412

Arraignment Court

An arraignment court, which includes all courts in Yellowstone County, was implemented in February 2025. Billings Municipal Court has not yet been incorporated into the arraignment court due to its volume of cases but is expected to begin participating in the arraignment court at some point, likely in FY27. The City Attorney's Office will be required to appear during any court hearings involving Municipal Court defendants. It is unclear what impact this may have on the daily workload of the Municipal Court and the City Attorney's Office and will depend on the number of defendants being seen in arraignment court. The City Attorney's Office is hopeful additional staff will not be necessary to effectively maintain the services it currently provides but this is an unknown factor until Municipal Court is incorporated into the arraignment court.







City Attorney

BUDGETED EXPENSE TOTAL | $4,379,863
CHANGE FROM PRIOR YEAR | $223,412

Departmental Goals

·To prosecute criminal cases in a timely and efficient manner in the best interests of justice, the best interests of the citizens of Billings, and the interests of victims of crime.

·To be a critical part of the City's leadership team through integration with department directors, City Council, and other city agencies such as the various city boards and commissions.

·To work effectively with the Billings Police Department and other law enforcement agencies, including the Airport Police and MSU-Billings Police Department to enforce state laws and city ordinances related to misdemeanor offenses within the city.

·To work effectively with Code Enforcement and other city personnel and officials in enforcing city ordinances including zoning, building code, fire code, etc.

·To provide legal advice to the City Administrator, Mayor, City Council, departmental staff, and city boards concerning legal matters that arise with respect to city services and operations.

·To practice preventative law by being an integral member of the city's departmental teams and by providing legal risk management services and proactive legal advice.





Budgeted Revenues

BUDGETED EXPENSE TOTAL | $4,379,863
CHANGE FROM PRIOR YEAR | $223,412

CITY ATTORNEY
DEPARTMENT REVENUE

REVENUE BY FUND	ACTUAL FY 24	ACTUAL FY 25	BUDGET FY 26	ESTIMATE FY 26	PROPOSED FY 27
GENERAL FUND	$ 11,185	$ 6,398	$ -	$ 3,979	$ -
CITY ATTORNEY GRANTS	589,566	597,681	805,400	455,327	804,452
TOTAL REVENUE	**$ 600,751**	**$ 604,079**	**$ 805,400**	**$ 459,306**	**$ 804,452**

CITY ATTORNEY
DEPARTMENT ALL FUNDS

REVENUE BY CLASSIFICATION	ACTUAL FY 24	ACTUAL FY 25	BUDGET FY 26	ESTIMATE FY 26	PROPOSED FY 27
CHARGE FOR SERVICE	$ 8,224	$ 4,028	$ -	$ 1,738	$ -
FINES AND FORFEITURE	57,386	56,740	46,000	53,274	46,000
INTERGOVERNMENTAL	206,392	202,903	270,000	251,838	257,783
INVESTMENT EARNINGS	3,671	2,750	-	2,456	-
TRANSFER IN	325,078	337,658	489,400	150,000	500,669
TOTAL REVENUE	**$ 600,751**	**$ 604,079**	**$ 805,400**	**$ 459,306**	**$ 804,452**



Budgeted Expenses

BUDGETED EXPENSE TOTAL | $4,379,863
CHANGE FROM PRIOR YEAR | $223,412

CITY ATTORNEY
DEPARTMENT EXPENSE BY FUND

EXPENSE BY FUND	ACTUAL FY 24	ACTUAL FY 25	BUDGET FY 26	ESTIMATE FY 26	PROPOSED FY 27
GENERAL FUND	$ 2,557,939	$ 2,892,293	$ 3,351,051	$ 2,572,337	$ 3,575,411
CITY ATTORNEY GRANTS	594,627	587,069	805,400	750,353	804,452
TOTAL EXPENDITURES	**$ 3,152,566**	**$ 3,479,362**	**$ 4,156,451**	**$ 3,322,690**	**$ 4,379,863**

CITY ATTORNEY

DEPARTMENT ALL FUNDS BY CLASS

EXPENSE BY CLASSIFICATION	ACTUAL FY 24	ACTUAL FY 25	BUDGET FY 26	ESTIMATE FY 26	PROPOSED FY 27
PERSONAL SERVICES	$ 2,527,284	$ 2,744,114	$ 3,200,647	$ 2,795,769	$ 3,400,421
OPERATIONS AND MAINTENANCE	300,204	380,573	453,106	321,426	478,773
TRANSFERS	325,078	354,675	502,698	205,495	500,669
TOTAL EXPENDITURES	**$ 3,152,566**	**$ 3,479,362**	**$ 4,156,451**	**$ 3,322,690**	**$ 4,379,863**

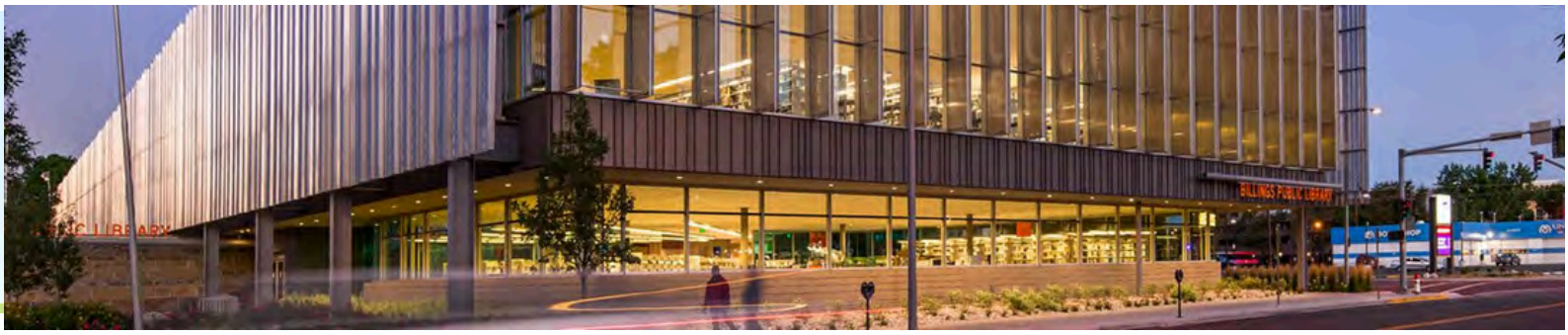


Staffing Authorization

BUDGETED EXPENSE TOTAL | $4,379,863
CHANGE FROM PRIOR YEAR | $223,412

CITY ATTORNEY POSITION	ACTUAL FY 24	ACTUAL FY 25	BUDGET FY 26	PROPOSED FY 27
CITY ATTORNEY	1.0	1.0	1.0	1.0
ASSISTANT CITY ATTORNEY	1.0	1.0	1.0	1.0
CHIEF DEPUTY CITY ATTORNEY	-	1.0	1.0	1.0
DEPUTY CITY ATTORNEY	8.0	7.0	8.0	8.0
LEGAL OFFICE MANAGER	-	1.0	1.0	1.0
VICTIM WITNESS SPECIALIST	2.0	3.0	3.0	3.0
LEGAL SECRETARY	1.0	-	-	-
PARALEGAL	1.0	1.0	1.0	1.0
ADMINISTRATIVE SUPPORT II	3.0	5.0	5.0	5.0
TOTAL	**17.0**	**20.0**	**21.0**	**21.0**
LEGAL GRANT POSITION				
VICTIM WITNESS SPECIALIST	3.0	3.0	3.0	3.0
ADMINISTRATIVE ASSISTANT	-	-	-	-
DEPUTY CITY ATTORNEY	2.0	3.0	3.0	3.0
TOTAL	**5.0**	**6.0**	**6.0**	**6.0**
TOTAL CITY ATTORNEY	**22.0**	**26.0**	**27.0**	**27.0**

LIBRARY



Library

BUDGETED EXPENSE TOTAL | $5,626,983
CHANGE FROM PRIOR YEAR | $336,338

Budget Justification

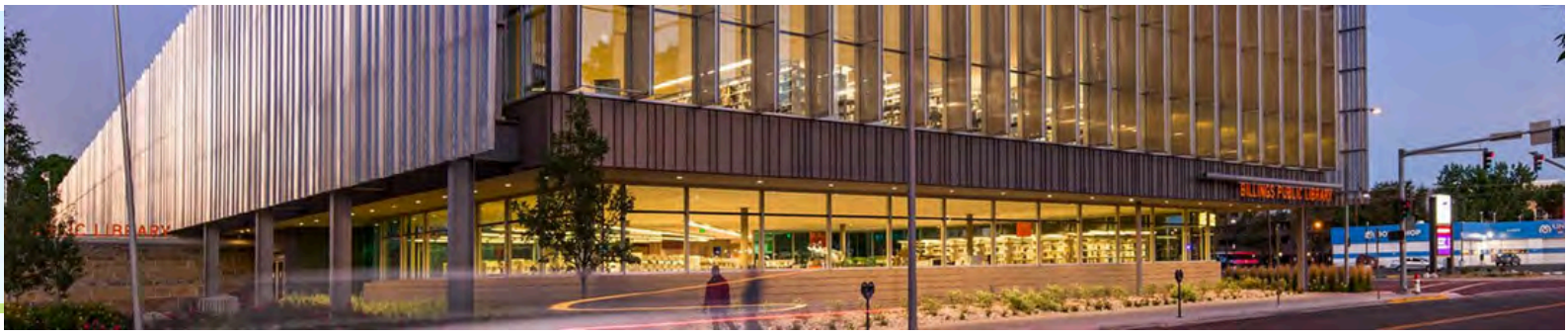
The FY27 operating budget for the Library Department is $5.6 million, reflecting a $336,338 increase from FY26 due primarily to increases in uncontrollable costs such as vendor contracts, utilities, insurance costs, and building maintenance ($281,187). Recent changes in state law that uniquely impact the City of Billings are expected to further reduce available tax revenue with an estimated 1% decline. FY27 will mark the second consecutive year in which the library has experienced flat or reduced revenue while costs across nearly all areas of operation continue to rise. Discretionary spending has been reduced where possible yet increases in fixed and uncontrollable costs remain.

Maintaining the Existing Library Building

The Billings Public Library is one of the most heavily used public facilities in the city, welcoming just under 300,000 visitors in the past year and millions of visitors overall since opening in 2014. Maintaining and improving this community asset remains an ongoing priority for the Library and the City of Billings.

In FY27, planned investments include targeted flooring improvements, automation tools to improve building cleanliness, replacement of the dedicated server room air conditioning unit, exterior walkway improvements, and other routine maintenance. Some of this work was deferred in the prior fiscal year due to revenue reductions and is being addressed as funding allows.

Looking ahead, the library is planning a larger improvement effort that will include carpet replacement throughout the facility and interior painting. This investment will ensure the building remains welcoming, safe, and functional for the community.



Library

BUDGETED EXPENSE TOTAL | $5,626,983
CHANGE FROM PRIOR YEAR | $336,338

CO+LAB Makerspace: Phase Two Expansion

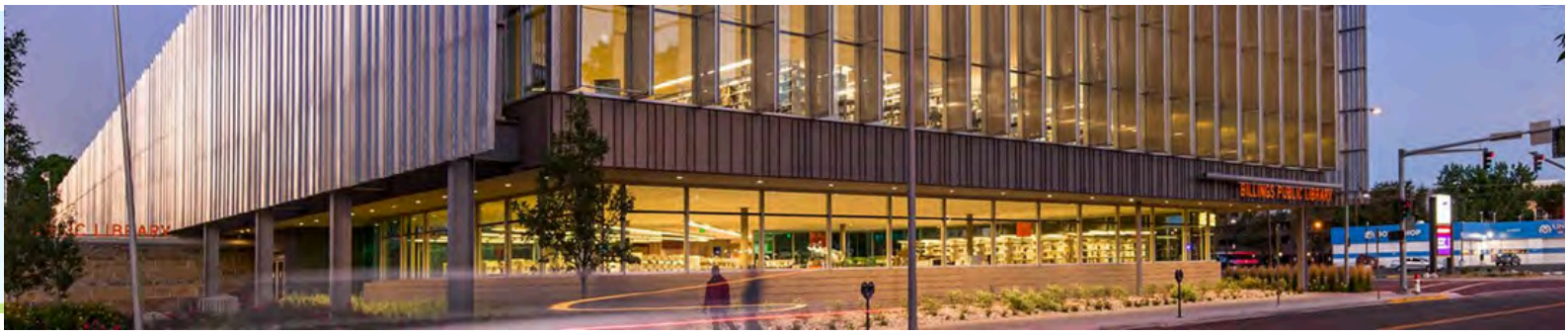
Since its launch in 2024, the CO+LAB makerspace has become a heavily utilized community resource providing access to specialized technology and creative tools not widely available to the public. Participants have ranged in age from 2 to 79, demonstrating broad engagement across age groups and interests. Current offerings include 3D printers, laser engravers, audio production tools, and other equipment, supported by workshops and open lab sessions that allow residents to develop practical skills and complete creative projects.

The Library is currently completing phase two of the project and anticipates opening an expanded CO+LAB in summer 2026. With support from the Library Foundation, the makerspace will expand into an adjacent space, creating a larger and more flexible area dedicated to digital media and technology instruction. The expanded space will support additional programming in media production, virtual reality, and digital design. Workforce development opportunities will also expand through partnerships with Google and Coursera, providing access to career-focused training and professional certificate programs.









Library

BUDGETED EXPENSE TOTAL | $5,626,983
CHANGE FROM PRIOR YEAR | $336,338

Expanded Access Through Locker Services

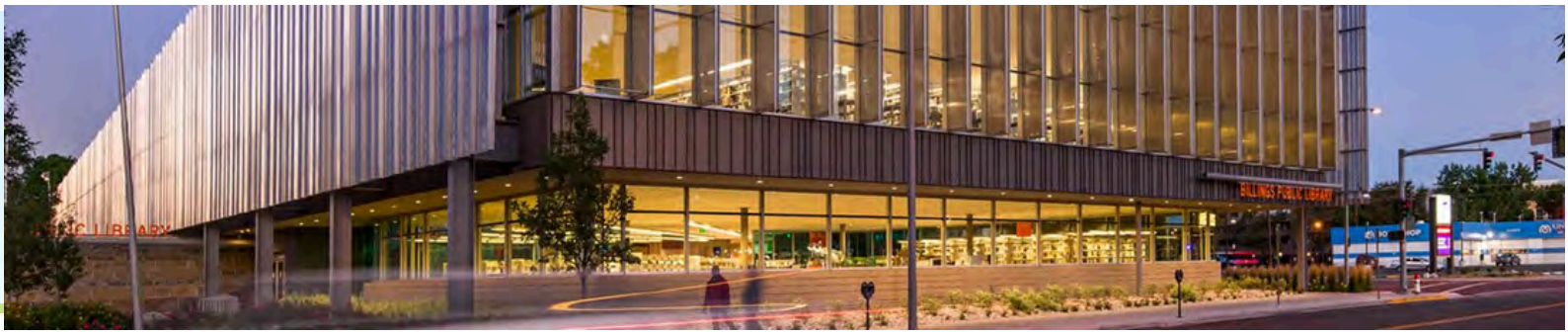
The library's 24/7 pickup lockers continue to expand access to library services through partnerships with Intermountain Health and The Children's Clinic, allowing patrons to retrieve and drop off materials closer to home and outside of regular library hours. The Heights and West End locations have consistently operated at approximately 75–80 percent capacity, reflecting sustained demand for library services in these areas. Off-site programming, including family storytime and other outreach activities, has also seen attendance growth in the past year and has successfully connected the library with neighborhoods beyond the downtown facility.

As demand continues to grow, the library is beginning to experience capacity constraints related to locker availability and material processing and logistics at the main library. The program nonetheless remains a vital means of extending equitable library access throughout the community.









Library

BUDGETED EXPENSE TOTAL | $5,626,983
CHANGE FROM PRIOR YEAR | $336,338

Strategic Planning and Future Library Needs

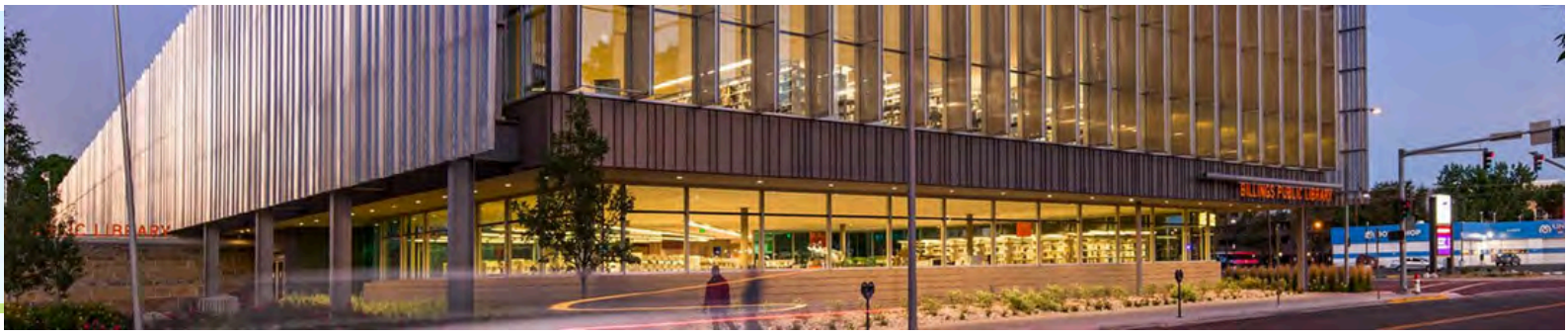
The library is currently developing its next strategic plan, scheduled to launch in July 2026. A recent community survey with strong participation, along with a comprehensive environmental scan, will inform future service priorities and identify emerging community needs. This planning process will provide a framework for long-term decision making related to services, space needs, and operational improvements.

Following completion of the strategic plan, the library anticipates engaging a consultant to evaluate operational efficiencies and conduct a feasibility study related to future growth and facility needs.









Goals

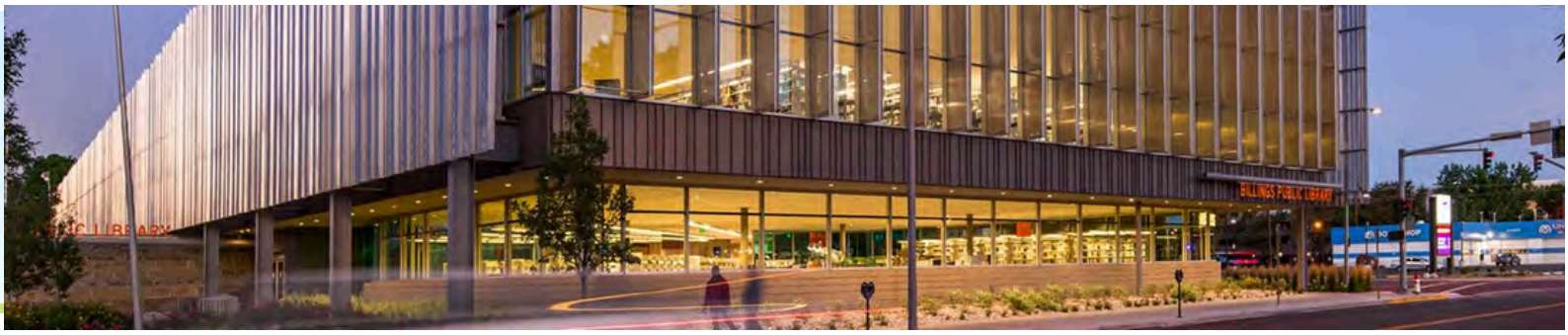
BUDGETED EXPENSE TOTAL | $5,626,983
CHANGE FROM PRIOR YEAR | $336,338

Goal: Maintain and Improve the Library Facility
Action: Continue implementing and expanding the preventative maintenance plan for the library building.
Action: Complete planned facility improvements that maintain a safe, welcoming, and functional environment for the nearly 300,000 visitors who use the library each year.
Outcome: A well-maintained public facility that preserves the community's investment and reduces long-term repair costs through proactive maintenance.

Goal: Increase Community Awareness of and Access to Library Services
Action: Expand off-site service models, including 24/7 pickup lockers and neighborhood programming, to bring library services closer to where residents live and work.
Action: Strengthen marketing, outreach, and community partnerships to increase awareness of library programs, technology resources, and educational opportunities.
Action: Use multiple communication channels to ensure residents across Billings and Yellowstone County are aware of available library services.
Outcome: Increased awareness and use of library services, leading to growth in the number of residents who access library programs, materials, and technology resources.

Goal: Expand Technology Access and Creative Learning Opportunities
Action: Complete the phase two expansion of the CO+LAB makerspace, increasing the available space and equipment for public use.
Action: Offer programming that supports digital literacy, media production, and emerging technology skills.
Action: Continue workforce development programs and partnerships that provide access to professional training and certification programs.
Outcome: Expanded opportunities for residents of all ages to learn new technologies, develop creative skills, and explore workforce training opportunities.

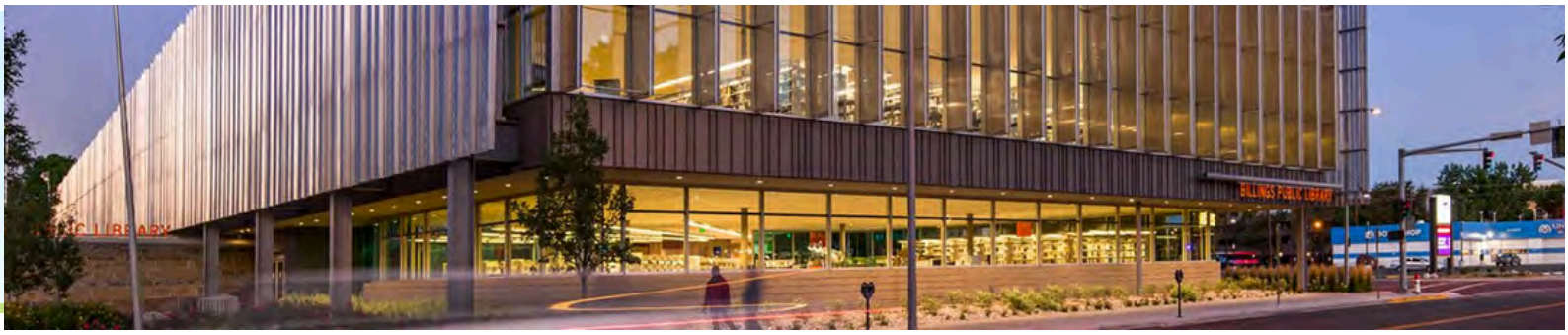
Goal: Plan Responsibly for Future Library Needs
Action: Complete the 2026 strategic planning process using community survey data and environmental scan findings.
Action: Evaluate operational improvements and conduct a feasibility study related to long-term facility and service needs.
Outcome: A strategic roadmap that guides future investments and ensures the library continues to meet evolving community needs in Billings and Yellowstone County.



Staffing Authorization

BUDGETED EXPENSE TOTAL | $5,626,983
CHANGE FROM PRIOR YEAR | $336,338

POSITION	ACTUAL FY 24	ACTUAL FY 25	BUDGET FY 26	PROPOSED FY 27
DIRECTOR OF LIBRARY	1.0	1.0	1.0	1.0
ASST. LIBRARY DIRECTOR	1.0	1.0	1.0	1.0
LIBRARY SVCS SPEC III	2.0	2.0	2.0	2.0
LIBRARIAN	11.0	13.0	13.0	13.0
LIBRARY & FACILITY COORD	1.0	1.0	1.0	1.0
LIBRARY TECHNICIAN	1.0	1.0	1.0	1.0
LIBRARY SVCS SPEC IV	2.0	3.0	3.0	3.0
LIBRARY SVCS SPEC II	9.8	10.0	10.0	10.0
FACILITIES MAINT SUPPORT II	2.0	2.0	2.0	2.0
FACILITIES MAINT SUPPORT I	2.0	2.0	2.0	2.0
LIBRARY INFORMATION SYSTEMS COORDINATOR	1.0	1.0	1.0	1.0
CIRCULATION MANAGER	1.0	1.0	1.0	1.0
LIBRARY SVCS SPEC I	-	-	-	-
TOTAL	34.8	38.0	38.0	38.0



Budgeted Revenues

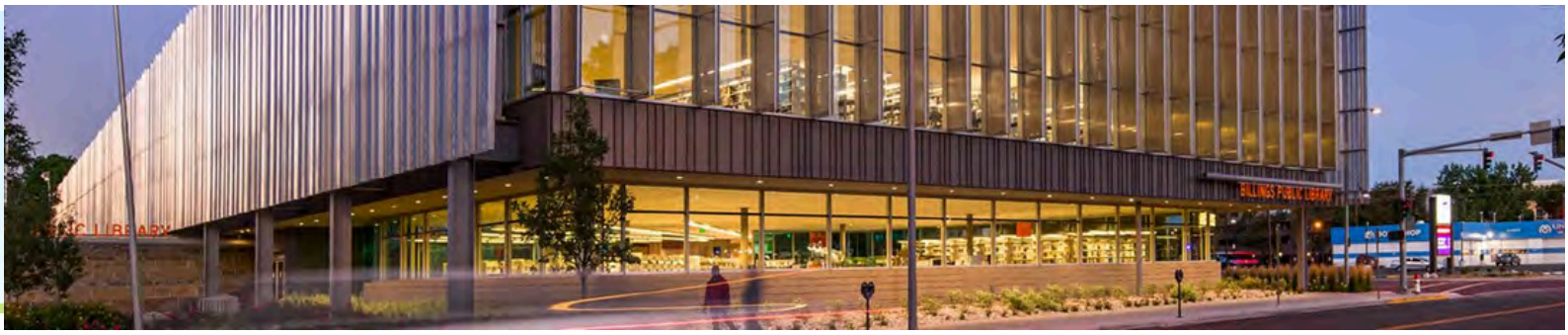
BUDGETED EXPENSE TOTAL | $5,626,983

CHANGE FROM PRIOR YEAR | $336,338

CITY-COUNTY LIBRARY FUND
OPERATING BUDGET

FUND 2600-2610, 2630

	ACTUAL FY 24	ACTUAL FY 25	BUDGET FY 26	ESTIMATE FY 26	PROPOSED FY 27
FUND BALANCE BEGINNING	$ 4,925,755	$ 5,346,390	$ 5,079,343	$ 5,353,988	$ 5,504,692
REVENUE:					
CITY TAXES	$ 1,324,208	$ 1,530,413	$ 1,550,844	$ 1,546,334	$ 1,603,019
FEDERAL GRANT	-	-			
COUNTY PROPERTY TAX	1,400,933	1,412,174	1,480,000	1,820,427	1,564,100
STATE GRANTS/AID	2,125	2,095	2,200	2,217	2,218
STATE REIMBURSEMENTS	424,770	339,845	162,773	161,653	162,980
CHARGES FOR SERVICE	16,415	8,920	17,400	10,000	15,400
FINES & FORFEITURES	17,114	20,385	16,500	18,300	17,800
INTEREST ON INVESTMENTS	232,586	208,234	150,651	175,028	167,181
DONATIONS/CONTRIBUTIONS	98,929	25,824	99,750	20,050	109,000
TRANSFER FR GENERAL FUND	1,372,417	1,394,332	1,392,818	1,392,818	1,211,824
SALE OF SURPLUS EQUIP	-	-	50	-	50
MISCELLANEOUS	132,939	51,982	85,000	38,830	43,500
TOTAL REVENUE	$ 5,022,436	$ 4,994,204	$ 4,957,986	$ 5,185,657	$ 4,897,072



Budgeted Expenses

BUDGETED EXPENSE TOTAL | $5,626,983

CHANGE FROM PRIOR YEAR | $336,338

CITY-COUNTY LIBRARY FUND
OPERATING BUDGET

EXPENSE BY CLASSIFICATION

	ACTUAL FY 24	ACTUAL FY 25	BUDGET FY 26	ESTIMATE FY 26	PROPOSED FY 27
PERSONAL SERVICES	$ 2,599,648	$ 2,857,536	$ 3,267,773	$ 2,836,626	$ 3,286,722
OPERATIONS AND MAINTENANCE	1,977,278	2,068,043	1,989,867	2,025,736	2,307,114
CAPITAL	-	27,395	-	156,089	-
TRANSFERS	24,876	33,632	33,005	16,502	33,147
TOTAL EXPENDITURES	$ 4,601,802	$ 4,986,606	$ 5,290,645	$ 5,034,953	$ 5,626,983



MUNICIPAL COURT



Municipal Court

BUDGETED EXPENSE TOTAL | $2,613,237

Municipal Court: $2,365,349

Court Grants: $247,888

CHANGE FROM PRIOR YEAR | $161.102

Budget Justification

The Billings Municipal Court is a Court of Limited Jurisdiction and processes misdemeanor cases within the City of Billings. The court processes over 15,000 citations and more than 25,000 hearingsannually, making it one of the largestcourts in the State of Montana.
The proposed personnel budget for FY27 reflects an increase of $107,333, due to merit cost-of-living adjustment, as well as additional overtime for the bailiffs.

The proposed Operations and Maintenance (O&M) budget reflects an increase of $26,031. The FY27 O&M budget includes projected increases in Internal Services costs and requested adjustments for shift differential, dental insurance, and jury management. These requested increases align with FY26 encumbrance levels.

Staffing Requests

Additional overtime is requested for bailiff positions to meet increased operational demands following the opening of the Short-Term Detention Facility





Municipal Court

BUDGETED EXPENSE TOTAL | $2,613,237
CHANGE FROM PRIOR YEAR | $161.102

Other Programs

Grant Programs. The Billings Adult Misdemeanor Treatment Court (BAMTC) was previously supported through federal grants, which have recently expired, and future federal funding remains uncertain. BAMTC has secured State of Montana funding to sustain the DUI Treatment Court and remains optimistic about obtaining support for drug-related cases.

Subsidy Program. City Council funded $40,000 in FY26 for the Subsidy Program to assist defendants requiring court-ordered monitoring prior to release from jail. As of December 31, 2025, 48 defendants have received subsidies totaling 2,947 monitoring days at a cost of $26,523, compared to an estimated $377,216 to house those individuals in jail. Billings Municipal Court recommends continuing this funding as a cost-effective alternative that supports appropriate pre-release supervision while reducing pressure on jail resources.

5-Year Outlook

Over the next five years, the Court anticipates continued growth in workload driven by increased jail activity. With the current expansion of detention capacity and the potential for additional jail expansion, operational demands on the Court are expected to continue increasing. As jail operations expand and booking capacity rises, courts typically experience corresponding increases in initial appearances and arraignments. These proceedings require timely scheduling, courtroom staffing, and administrative support.

To maintain efficient case processing and uphold constitutional and statutory timelines, the Court will continue to evaluate staffing levels and operational resources. Aligning staffing capacity with increased workload will be necessary to support courtroom operations, manage growing caseloads, and ensure the continued delivery of timely and effective judicial services.



Goals

BUDGETED EXPENSE TOTAL | $2,613,237
CHANGE FROM PRIOR YEAR | $161.102

Goal: Advance Early Case Resolution & Efficient Case Flow.

Action: Continue strengthening front-end resolution practices to improve case movement, reduce unnecessary hearings, and support timely dispositions.

Action: Emphasize resolving appropriate cases at the earliest stage while maintaining fairness, judicial discretion, and due process protections.

Action: Monitor early disposition rates and identify barriers to timely resolution.

Outcome(s):

- A more efficient court process that reduces delays and repeat appearances.
- Increased early case resolution rates.
- Improved timeliness from filing to disposition.

Goal: Effective Jail Case Management. Action: Maintain an 80% 72-hour release rate for individuals held at the STDF.

Action: Monitor jail hold lengths, number of in-custody hearings, and time to disposition for in-custody cases to identify trends and opportunities for improved efficiency.

Action: Streamline early case resolution through standardized plea agreements where appropriate.

Action: Ensure equitable access to pre-trial services, utilizing $40,000 in funding to support low-income individuals who are unable to afford services.

Outcome(s):

- Reduced jail population and shorter case lifecycles.



Goals

BUDGETED EXPENSE TOTAL | $2,613,237
CHANGE FROM PRIOR YEAR | $161.102

Goal: Enhance Courtroom Efficiency.

Action: Refine scheduling practices and courtroom workflows to maximize productive hearing time and improve docket flow.

Action: Continue improving standardized practices, forms, and communication to reduce confusion for defendants, victims, and justice partners.

Action: Pursue technology solutions and workflow redesign that reduce manual processes and improve case tracking.

Outcome(s):

- Improved case flow, hearing completion rates.
- More effective use of judicial resources. Enhanced public experience with the court.

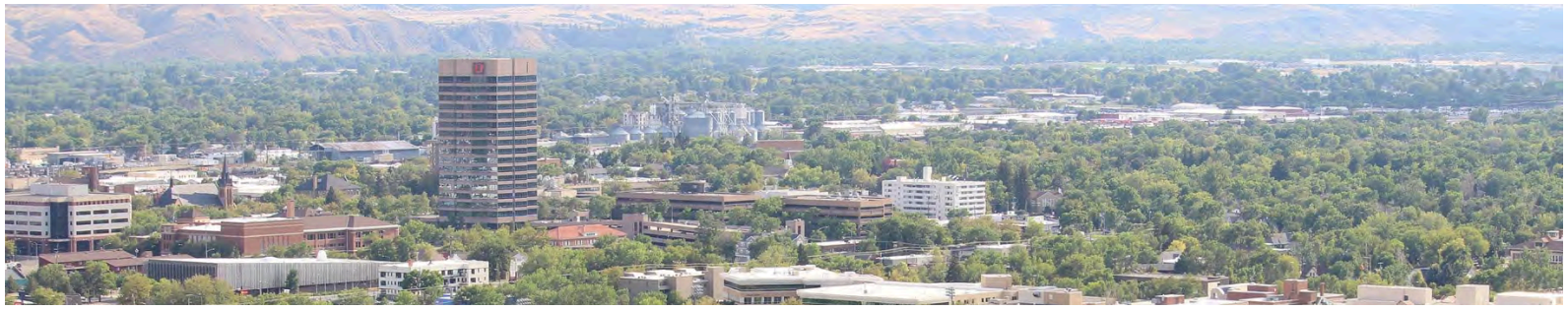
Goal: Strengthen Data-Driven Court Operations.

Action: Maintain monthly tracking of filings, dispositions, jail activity, and case timelines to support operational planning and informed decision making.

Outcome(s):

- Improves ability to identify trends in filings, jail usage, and case processing.
- Supports Data-informed operational adjustments.
- Enhances long-term planning by providing reliable data to guide staffing, scheduling, and operational decisions.





Budgeted Expenses

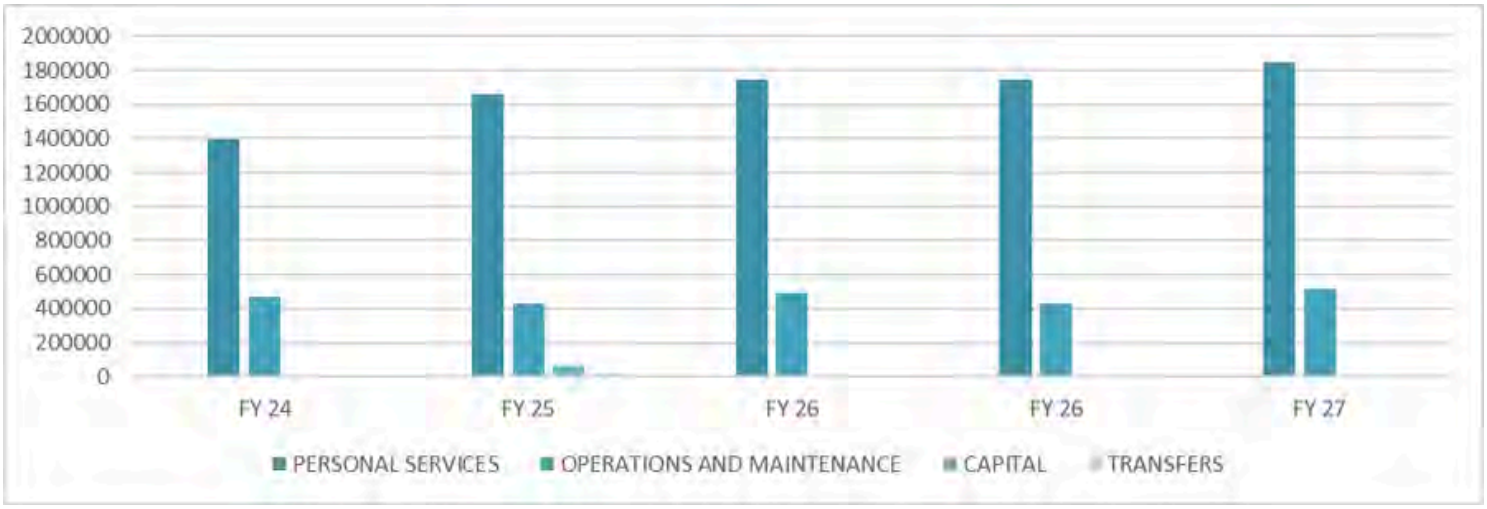
BUDGETED EXPENSE TOTAL | $2,613,237

CHANGE FROM PRIOR YEAR | $161.102

MUNICIPAL COURT
OPERATING BUDGET

FUND 0100-12000

	ACTUAL FY 24	ACTUAL FY 25	BUDGET FY 26	ESTIMATE FY 26	PROPOSED FY 27
PERSONAL SERVICES	$ 1,393,062	$ 1,660,550	$ 1,742,625	$ 1,743,347	1,849,958
OPERATIONS AND MAINTENANCE	472,477	425,963	489,927	426,964	$ 515,391
CAPITAL	-	65,130	-		
TRANSFERS	-	20,568	-	-	-
TOTAL EXPENDITURES	$ 1,865,539	$ 2,172,211	$ 2,232,552	$ 2,170,311	$ 2,365,349





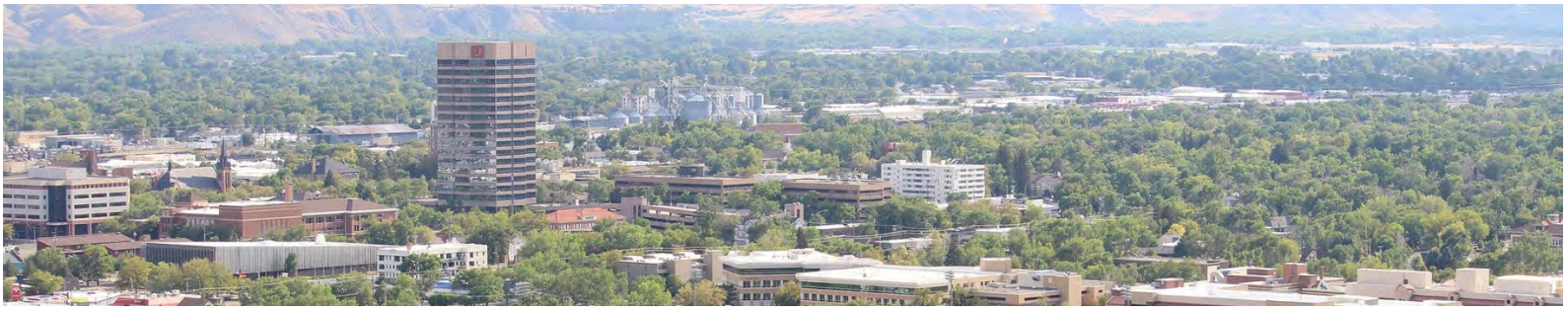
Grant Programs

BUDGETED EXPENSE TOTAL | $2,613,237
CHANGE FROM PRIOR YEAR | $161.102

MUNICIPAL COURT GRANTS
OPERATING BUDGET

FUNDS 2450-2480, 7370-7380

	ACTUAL FY 24	ACTUAL FY 25	BUDGET FY 26	ESTIMATE FY 26	PROPOSED FY 27
FUND BALANCE BEGINNING	$ 12,608	$ 22,488	$ 987	$ 22,649	$ 22,808
REVENUE:					
INTER-GOVERNMENTAL	$ 391,479	$ 291,857	$ 219,169	$ 176,082	$ 247,888
MICELLANEOUS	438	403	-	158	-
TOTAL REVENUE	$ 391,917	$ 292,260	$ 219,169	$ 176,240	$ 247,888
EXPENDITURES:					
PERSONAL SERVICES	$ 174,012	$ 125,588	$ 163,033	$ 90,406	$ 167,017
OPERATION & MAINTENANCE	208,025	166,511	57,117	85,676	80,871
TOTAL EXPENDITURES	$ 382,037	$ 292,099	$ 220,150	$ 176,082	$ 247,888
FUND BALANCE ENDING	$ 22,488	$ 22,649	$ 6	$ 22,808	$ 22,808
LESS:					
RESTRICTED	22,488	22,649	6	22,808	22,808
ASSIGNED	-	-	-	-	-
UNASSIGNED	$ -	$ -	$ -	$ -	$ -



Staffing Authorization

BUDGETED EXPENSE TOTAL | $2,613,237
CHANGE FROM PRIOR YEAR | $161.102

POSITION	ACTUAL FY 24	ACTUAL FY 25	BUDGET FY 26	PROPOSED FY 27
MUNICIPAL JUDGE	1.5	2.0	2.0	2.0
MUNICIPAL COURT BAILIFF/CLERK	4.0	4.0	4.0	4.0
ADMININSTRATIVE SUPPORT II	1.0	2.0	2.0	2.0
COURT ADMINISTRATOR	1.0	1.0	1.0	1.0
ACCOUNT CLERK II	7.0	7.0	7.0	7.0
TREATMENT COURT SUPPORT SPEC		-	-	-
CIVIL INFRACTIONS/FILING CLERK	1.0	1.0	1.0	1.0
SR COLLECTION CLERK	1.0	1.0	1.0	1.0
COLLECTION CLERK	1.0	1.0	1.0	1.0
SUBTOTAL MUNICIPAL COURT	**17.5**	**19.0**	**19.0**	**19.0**
GRANT POSITION:				
TREATMENT COURT COORD/MGR	0.8	1.0	1.0	-
TREATMENT COURT COORD	1.6	2.0	2.0	2.0
TOTAL MUNICIPAL COURT	**19.9**	**22.0**	**22.0**	**21.0**

PARKS, RECREATION, & PUBLIC LANDS



Parks, Recreation, & Public Lands

BUDGETED EXPENSE TOTAL | $13,262,505

CHANGE FROM PRIOR YEAR | ($152,306)









Budget Justification

The FY27 proposed budget for the Parks and Recreation Department focuses on the continuation of providing safe and enjoyable programs, services, and facilities that enhance the community's quality of life. The proposed budget reflects increases in seasonal wages and inflationary adjustments for goods and services to maintain PRPL's current level of service, and activation of the Courts Complex at the Amend Recreation Campus.



New Programs

BUDGETED EXPENSE TOTAL | $13,262,505

CHANGE FROM PRIOR YEAR | ($152,306)

Administration Division

"Amend Recreation Center" Courts Facility: $733,501. This allocates funding for ARC operations and maintenance within the new 5300 fund. Projected revenue totals $762,000. A forthcoming MOU with the Tourism and Business Improvement District will outline a $500,000 commitment to offset potential operating shortfalls during the first three years.

Total New Program Request package for Administration: **$733,501**



Parks Division

·**Wages: $57,739.** One additional full-time employee. One Equipment Operator/Maintenance Worker position which is to be offset by revenue from using existing PMD funds.

·**Misc Benefits/Insurance/FICA: $20,268.** Unemployment, Workers Comp, Health Insurance, Social Security, Retirement, Deferred Comp, Medicare, and Life Insurance for one additional full-time employee. One position to be offset by revenue from using existing PMD funds.

·**Temporary Wages: $66,820.** Temporary wages are currently budgeted at FY24 levels. In that time, Parks increased wages to attract and retain employees. Request will allow the hiring of a sufficient number of temporary employees.



New Programs

BUDGETED EXPENSE TOTAL | $13,262,505

CHANGE FROM PRIOR YEAR | ($152,306)

Parks Division continued...



·**Phone: $960.** One additional full-time employee. One position to be offset by revenue from using existing PMD funds.

·**Other Utility Services: $50,000**. New charges for stormwater are not accounted for in previous budget years.

·**Transportation Equipment: $53,000.** One additional truck for new full-time staff position.

·**Various operating supplies, parts and equipment: reduced by ($60,000)**.

Total New Program Request Package for Park Division - $260,195 - ($143,291 offset by PMD revenue)





New Programs

BUDGETED EXPENSE TOTAL | $13,262,505

CHANGE FROM PRIOR YEAR | ($152,306)

Cemetery Division

Temporary Wages: $1,304. Increase in temporary wages to attract and retain employees.

Machine/Equipment Parts: $40,000. Increase for approved ERP replacement unit #1919. Replacement unit will have increased capacities and capabilities suited for operations better.

Membership Fees/Tuition: $7,000. Provide additional education and training for staff. Other Utility Services: $600. Ongoing request for additional new storm water assessment from Public Works charged to Cemetery.

Total New Program Request Package for Cemetery Division - $48,904



Forestry Division

Wages: $57,167. Request to hire one additional Arborist. Position is to be offset from current funding re-distributed between Parks and Forestry Divisions. Benefits, insurance, FICA, etc. also covered by offsetting from other funds re-distributed. No additional budget authority requested.

Misc Benefits/Insurance/FICA: $24,871. Unemployment, Workers Comp, Health Insurance, Social Security, Retirement, Deferred Comp, Medicare, and Life Insurance for the new employee.

Temporary Wages: $1,920. Temporary wage increase request will allow the hiring of a sufficient number of temporary employees.

Medical Examinations: $100. One additional Arborist added.

Total New Program Request Package for Forestry Division - $84,058 ($82,038 offset from other funds)



New Programs

BUDGETED EXPENSE TOTAL | $13,262,505

CHANGE FROM PRIOR YEAR | ($152,306)

Recreation Division

Inflation Adjustments

Inflationary Adjustment for Pool Chemicals and Supplies – $9,000 in account # 8730-51260-402290 (ongoing). We continue to see sharp increases in pool chemicals, cleaning supplies, first aid supplies, communications, and water testing systems.

Seasonal Wage Increase for Aquatics Staff – $10,500 in account # 8730-51260-401160 (ongoing). Increase hourly wage rates by $0.50 for summer seasonal aquatic staff to be competitive in the local economy and with other similar service providers in Billings. With the current hourly pay rates, it is often difficult to attract enough qualified applicants to fill key aquatic staff positions. Without qualified lifeguards, swim instructors and supervisors, the level of aquatics service that PRPL can provide to our community will decline. Without aquatic staff, we will have to consider reducing pool hours or facility closures.

Seasonal Wage Increase for Program Staff - $6,500 in account # 8730-51250-401160 (ongoing). To remain competitive in attracting seasonal staff for all our youth, adult and senior recreation programs and activities, we have increased wages by $0.50 on average.

Seasonal Wage Increase for Rec2U Staff - $1,500 in account # 8730-51240-401160 (ongoing). To remain competitive in attracting seasonal staff for all our youth, adult and senior recreation programs and activities, we have increased wages by $0.50 on average.

Winter Activity Guide - $5,600 in account # 8730-51210-403210 (ongoing). As programming and activities offered by the Rec. Div. have increased dramatically over the last few years, so has the cost of providing the winter guide. Our winter guide started 10 years ago as a trifold printed in the office. The Winter Activity Guide now has 32 pages of programs and activities and is now inserted in the November issue of Simply Local Magazine and mailed directly to over 10,000 customers.



New Programs

BUDGETED EXPENSE TOTAL | $13,262,505

CHANGE FROM PRIOR YEAR | ($152,306)



Recreation Division

Efficiency / Safety Improvements

Mustang/Legion Baseball MOU - $15,000 in account # 8730-51250-403690 (on-going). To simplify the pass-through payment from Legion Baseball that is then paid to the Mustangs, we request the funding expenditure be added to offset the revenue deposited in account # 8730-51250-342312.

Total New Program Request Package for Recreation - $48,100



Goals

BUDGETED EXPENSE TOTAL | $13,262,505

CHANGE FROM PRIOR YEAR | ($152,306)

1. **Apply Placer AI data:** Maximize the value of Placer AI data to guide and strengthen park upgrade prioritization decisions. Use visitation trends, dwell time, seasonal patterns, and comparative park performance to identify where investments will have the greatest impact on community use, service levels, and return on capital.

2. **Complete LWCF Conversions:** Complete the LWCF conversion from Wilson Park to the West End Reservoir to expand outdoor recreation opportunities in a higher-use, higher-growth area. Evaluate additional conversion opportunities that improve public access and recreation value while increasing PRPL's flexibility to develop new amenities that better align with community needs.

3. **Operations at Amend Park Campus:** establish sports tourism and community activation at the Courts Complex.

4. **Aquatic Operations:** Implement strategy for new South Pool and future aquatic operations.

5. **Park Assets:** Continue cataloging Park assets in City Works in order to develop clear criteria for replacement prioritization.

6. **Parkland Development:** Integrate new developments at Annafeld and the Amend Recreation Campus into ongoing park operations. Minimizing disruptions to maintenance in existing parks will be important for a successful transition.

7. **Emerald Ash Borer Mitigation**: Begin the process of thinning the ash population within the 12,882 trees in the Billings PRPL urban forest. This will create a more manageable and resilient urban forest when the emerald ash borer eventually reaches Billings. Our goal is to remove 334 ash trees this year and reduce the overall ash population to fewer than 800 trees by 2029.



5-Year Overview

BUDGETED EXPENSE TOTAL | $13,262,505

CHANGE FROM PRIOR YEAR | ($152,306)

Parks Division

There are three overarching five-year goals for PRPL's Parks Division. The first is to attain best practices as identified in the 2017 Comprehensive Plan. The second goal is to move PRPL from the General Fund to its own dedicated source. The third goal is to identify a source of funding for critical life cycle replacement of deteriorating assets.

Best Practices - The Comprehensive Master Plan identified a deficiency of 5.5 FTE from 2017 levels and $2,797,000 in funding below Best Practices. The FY27 budget requests three new FTE positions, and another five (5) FTE over the next three (3) years. Additional O&M funding of $585,000/year needed to reach the $2.7 Million goal of Best Practices.

New Funding – The Department is looking to ask the voters to approve a mill levy to fund PRPL. A timeline for this ask to the public is currently being explored.

Life Cycle Funding – South Park pool, the Zimmerman Center, and the North Park Center are all past their useful life and need replaced. Park asset inventory is ongoing with approximately 40% complete.











5-Year Overview

BUDGETED EXPENSE TOTAL | $13,262,505

CHANGE FROM PRIOR YEAR | ($152,306)

Recreation Division

In the next 5 years, PRPL's Recreation Division will increase program development for activities to reach more children, teenagers, adults, families, and seniors at the Amend Park Campus. When this facility becomes operational, recreation staff and community partners will provide additional opportunities for our community and region which will require additional staffing for facility operations, maintenance, programming, and bookkeeping.

	FY26	FY27	FY28	FY29	FY30	FY31
Parks additional FTE		2	2	2	1	
Parks Additional Operation and Maintenance Funding	$132,660	$323,053	$585,000	$585,000	$585,000	$585,000
Alternative Funding Source				Mill Levy Proposed		
Life Cycle Funding		Inventory Park Assets to develop asset management /ERP type program				
Add recreation FTE		3 (ARC)	1 (ARC)	1 (ARC)		
Rec Additional New Program Development and Expansion		$733,051	$100,000	$100,000	$125,000	$150,000



Budgeted Revenues

BUDGETED EXPENSE TOTAL | $13,262,505

CHANGE FROM PRIOR YEAR | ($152,306)

PARKS RECREATION AND PUBLIC LANDS
DEPARTMENT REVENUE

REVENUE BY FUND

	ACTUAL FY 24	ACTUAL FY 25	BUDGET FY 26	ESTIMATE FY 26	PROPOSED FY 27
GENERAL FUND	$ 1,498,731	$ -	$ -	$ -	$ -
PARKS OPERATIONS FUND	4,933,116	9,193,496	9,035,659	8,709,366	9,686,819
PARK MAINTENANCE DISTRICT	1,455,824	1,579,924	1,760,020	1,600,000	1,903,568
AMEND PARK	22,660	22,681	32,449	30,000	30,649
AMEND PARK REC CENTER-ARC	-	-	-	-	762,000
BALLPARK DONATION	125,969	83,975	87,297	75,000	84,297
BALLPARK REPAIR FUND	38,370	37,228	35,217	36,000	35,217
CEMETERY IMPROVEMENTS	43,056	32,462	24,569	31,500	35,597
CEMETERY PERPETUAL TRUST	69,502	63,842	47,598	73,000	66,337
DOG PARK CONSTRUCTION	262	227	5,000	250	250
PARK CONSTRUCTION	3,460	2,981	2,290	150	300
TRAIL CONSTURCTION	-	615,015	-	6,000	3,000
PARKS PROGRAMS	255,389	285,102	224,529	260,469	273,849
TOTAL REVENUE	$ 8,446,339	$ 11,916,933	$ 11,254,628	$ 10,821,735	$ 12,881,883



Budgeted Revenues

BUDGETED EXPENSE TOTAL | $13,262,505

CHANGE FROM PRIOR YEAR | ($152,306)

PARKS RECREATION AND PUBLIC LANDS DEPARTMENT ALL FUNDS

REVENUE BY CLASSIFICATION

	ACTUAL FY 24	ACTUAL FY 25	BUDGET FY 26	ESTIMATE FY 26	PROPOSED FY 27
SPECIAL ASSESSMENTS - PMD	$ 1,347,316	$ 1,464,179	$ 1,677,378	$ 1,500,000	$ 1,787,869
SPECIAL ASSESSMENTS - PD1	16,336	1,548	-	-	-
TRANSFER FROM GENERAL FUND	3,823,482	7,534,970	7,090,866	7,027,866	7,235,188
CHARGE FOR SERVICE	1,477,077	1,489,808	1,855,877	1,567,490	2,730,415
CONTRIBUTIONS/DONATIONS	193,383	216,131	201,500	249,269	564,000
INTERGOVERNMENTAL	933,984	110,477	50,000	100,000	60,000
INVESTMENT EARNINGS	498,857	419,563	338,297	335,900	393,701
LICENSE AND PERMITS	7,960	6,750	6,000	6,500	7,000
MICELLANEOUS	3,338	9,214	-	-	-
TRANSFERS IN FROM PRPL	75,060	41,011	34,710	34,710	103,710
TOTAL REVENUE	$ 8,376,793	$ 11,293,651	$ 11,254,628	$ 10,821,735	$ 12,881,883



Budgeted Expenses

BUDGETED EXPENSE TOTAL | $13,262,505

CHANGE FROM PRIOR YEAR | ($152,306)

PARKS RECREATION AND PUBLIC LANDS DEPARTMENT EXPENSE

EXPENSE BY FUND

	ACTUAL FY 24	ACTUAL FY 25	BUDGET FY 26	ESTIMATE FY 26	PROPOSED FY 27
GENERAL FUND	$ 5,195,944	$ 41,599	$ -	$ -	$ -
PARK DISTRICT 1/PRPL OPS	4,112,035	10,772,439	10,296,644	9,432,111	9,739,832
PARK MAINTENANCE DISTRICT	814,884	983,513	1,655,975	1,249,955	1,757,584
AMEND PARK	28,791	11,011	52,216	46,000	38,599
AMEND PARK REC CENTER-ARC	-	-	-	-	733,501
BALLPARK DONATION	14,785	39,342	312,003	348,233	7,275
BALLPARK REPAIR FUND	24,335	19,797	91,865	131,865	32,085
CEMETERY IMPROVEMENTS	198,464	-	-	-	130,000
CEMETERY PERPETUAL TRUST	30,526	31,451	48,000	47,000	54,000
DOG PARK CONSTRUCTION	-	-	5,000	-	-
PARK CONSTRUCTION	-	43,500	-	28,900	-
PARKS PROGRAMS	97,319	676,127	854,516	36,500	273,546
TRAIL CONSTRUCTION	-	198,348	-	403,632	-
CAPITAL REPLACEMENT	388,855	587,035	98,592	80,000	496,083
TOTAL EXPENDITURES	$ 10,905,938	$ 13,404,162	$ 13,414,811	$ 11,804,196	$ 13,262,505



Budgeted Expenses

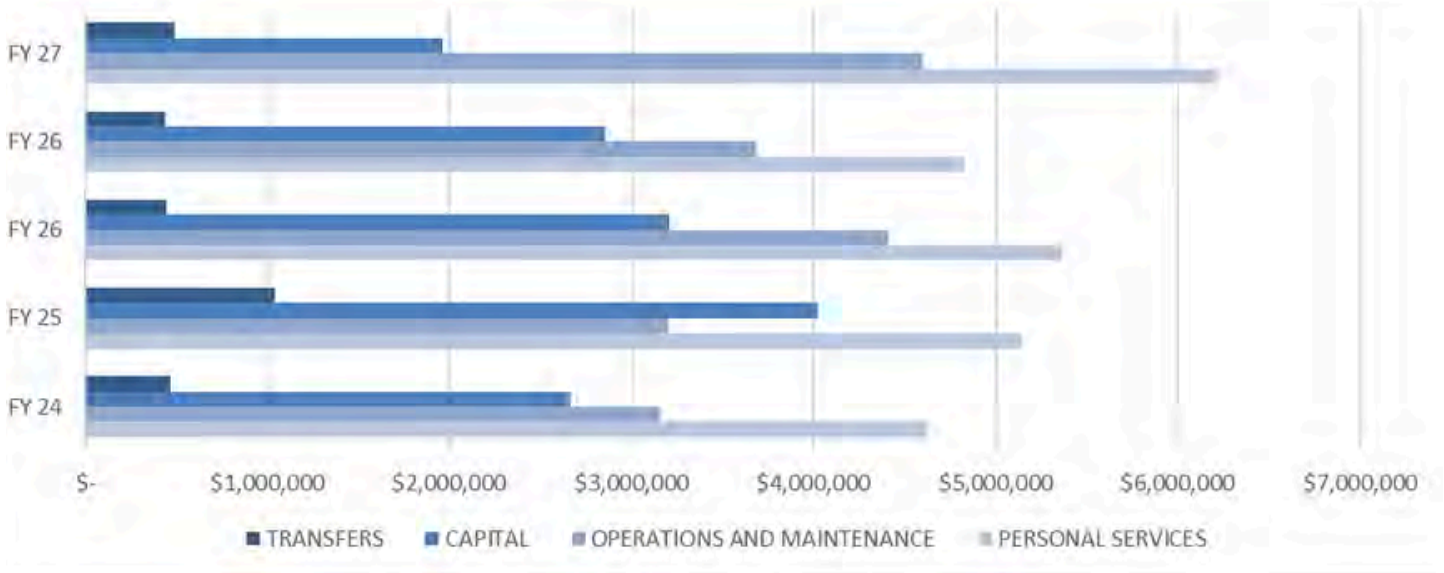
BUDGETED EXPENSE TOTAL | $13,262,505

CHANGE FROM PRIOR YEAR | ($152,306)

PARKS RECREATION AND PUBLIC LANDS
DEPARTMENT ALL FUNDS

EXPENSE BY CLASSIFICATION

	ACTUAL FY 24	ACTUAL FY 25	BUDGET FY 26	ESTIMATE FY 26	PROPOSED FY 27
PERSONAL SERVICES	$ 4,619,700	$ 5,142,457	$ 5,358,105	$ 4,829,116	$ 6,215,073
OPERATIONS AND MAINTENANCE	3,157,189	3,202,443	4,408,868	3,684,913	4,601,341
CAPITAL	2,664,074	4,021,825	3,206,578	2,853,907	1,959,083
TRANSFERS	464,975	1,037,436	441,260	436,260	487,008
TOTAL EXPENDITURES	$ 10,905,938	$ 13,404,161	$ 13,414,811	$ 11,804,196	$ 13,262,505





Budgeted Expenses

BUDGETED EXPENSE TOTAL | $13,262,505

CHANGE FROM PRIOR YEAR | ($152,306)

PARKS RECREATION AND PUBLIC LANDS
OPERATING BUDGET (GENERAL FUND)

	ACTUAL FY 24	ACTUAL FY 25	BUDGET FY 26	ESTIMATE FY 26	PROPOSED FY 27
PERSONAL SERVICES	$ 4,340,695	$ -	$ -	$ -	$ -
OPERATIONS AND MAINTENANCE	793,277	41,599	-	-	-
CAPITAL	-	-	-	-	-
TRANSFERS	61,973	-	-	-	-
TOTAL EXPENDITURES	$ 5,195,945	$ 41,599	$ -	$ -	$ -

PARKS RECREATION AND PUBLIC LANDS
DEPARTMENT EXPENSE (ALL FUNDS)

	ACTUAL FY 24	ACTUAL FY 25	BUDGET FY 26	ESTIMATE FY 26	PROPOSED FY 26
PERSONAL SERVICES	$ 4,619,700	$ 5,142,457	$ 5,358,105	$ 4,829,116	$ 6,215,073
OPERATIONS AND MAINTENANCE	3,157,189	3,202,443	4,408,868	3,684,913	4,601,341
CAPITAL	2,664,074	4,021,825	3,206,578	2,853,907	1,959,083
TRANSFERS	464,975	1,037,436	441,260	436,260	487,008
TOTAL EXPENDITURES	$ 10,905,938	$ 13,404,161	$ 13,414,811	$ 11,804,196	$ 13,262,505



Staffing Authorization

BUDGETED EXPENSE TOTAL | $13,262,505

CHANGE FROM PRIOR YEAR | ($152,306)

POSITION	ACTUAL FY 24	ACTUAL FY 25	BUDGET FY 26	PROPOSED FY 27
ADMINISTRATIVE SUPPORT I	1.0	1.0	1.0	1.0
ADMINISTRATIVE SUPPORT II	2.0	2.0	2.0	2.0
ARBORIST	1.0	1.0	1.0	2.0
CEMETERY/PARKS SUPERVISOR	2.0	2.0	2.0	2.0
COMMUNITY CENTER SUPERVISOR	1.0	1.0	1.0	1.0
DIR. PARKS, RECREATION, PUBLIC LANDS	1.0	1.0	1.0	1.0
FACILITIES MAINT SUPPORT II	1.0	1.0	1.0	1.0
FACILITIES MAINT SUPPORT II - ARC	-	-	-	1.0
FORESTER/NAT'L RESOURCE SUP	1.0	1.0	1.0	1.0
PARKS SUPERINTENDENT	1.0	1.0	1.0	1.0
PROJECT MANAGER/ASSET CO-ORD	1.0	1.0	1.0	1.0
RECREATION EVENT SPECIALIST	3.0	3.0	3.0	3.0
RECREATION EVENT SPECIALIST-ARC	-	-	-	1.0
RECREATION FACILITY SUPERVISOR-ARC	-	-	-	1.0
RECREATION & WELLNESS ADMIN SUPP II	1.0	1.0	1.0	1.0
RECREATION & WELLNESS SPECIALIST	1.0	1.0	1.0	1.0
RECREATION SUPERINTENDENT	1.0	1.0	1.0	1.0
EQUIPMENT OPER./MAINT. WORKER	9.0	9.0	11.0	12.0
SR EQUIP. OPER./MAINT. WORKER	6.0	6.0	8.0	8.0
VOLUNTEER PROGRAM COORDINATOR	1.0	1.0	-	-
TOTAL	34.0	34.0	37.0	42.0

PLANNING & COMMUNITY SERVICES DEPARTMENT



Planning & Community Services Department

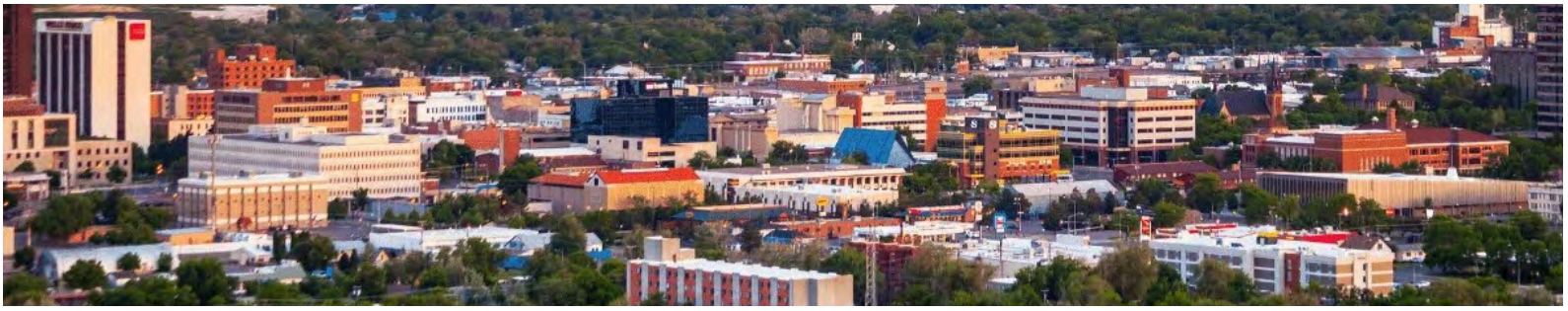
BUDGETED EXPENSE TOTAL | $6,706,588

General Fund (Code Enforcement): $1,307,451
Capital Replacement Fund: $50,802
Anti-Graffiti Fund: $3,469
Community Development Fund: $2,604,087
City County Planning Fund: $2,602,302
Urban Renewal Property Fund: $21,483

CHANGE FROM PRIOR YEAR | $968,630

General Fund (Code Enforcement): $84,871
Capital Replacement Fund: $1,497
Anti-Graffiti Fund: $469
Community Development Fund: $771,350
City County Planning Fund: ($28,034)

The Planning and Community Services Department (PCSD) focuses on Quality of Life and Quality Development, Safety, Communication, Compliance, Fairness/Equity, and Education. The PCSD is made up of three divisions – Code Enforcement, Community Development and Planning. We also provide direct support to the City for its three Urban Renewal Districts and we support the City's Neighborhood Task Forces. The Planning Division serves both Billings and Yellowstone County and our designation as a Metropolitan Planning Organization for Transportation Planning also brings together the City and County to make long term transportation decisions. Our activities are public facing in all of our services and demands excellent customer service from our Department.



Budget Justification

BUDGETED EXPENSE TOTAL | $6,706,588

CHANGE FROM PRIOR YEAR | $968,630

The Planning and Community Services Department (PCSD) FY27 budget is $6,706,588; this is a net increase in expenses from FY26 of $968,630. This increase is tied to two proposed FTEs for an additional Code Enforcement II Officer and an additional TIF Coordinator, [NR1] but the majority is continued expenditure of HOME-ARP and Community Development program funds for projects in 2026 and 2027, including an application for Sage Towers rehabilitation that will come to the Council in Spring 2026.

The PCSD utilizes multiple revenue sources to deliver the services it provides to its customers. These varied sources means there are limits to revenue sharing and mixing across the three PCSD divisions – Code Enforcement, Community Development, and Planning. PCSD revenue will decrease in FY27 in some areas, mainly from a decrease in Federal Transportation Planning funds, conclusion of some one-time funds from the County for Billings2045/MLUPA work, and balanced decreases in revenue and expenses in Community Development programs. Permit and application income is expected to remain relatively flat in FY27 in Planning. PCSD will continue to monitor the uncertainty at the Federal level for all of its allocations and grants, and bring any budgetary issues to Administration and City Council as applicable in 2026 and 2027.
[NR1]Please make sure this is stated how you want it.I added the Planner II for the TIF Support



Highlighted Programs

BUDGETED EXPENSE TOTAL | $6,706,588

CHANGE FROM PRIOR YEAR | $968,630

HOME-ARP Ongoing Allocation Process in 2026

The U.S. Department of Housing and Urban Development awarded Billings $1,212,671 in HOME-ARP (American Rescue Plan) funding in 2021 to help provide housing, shelter, and / or services for people: experiencing homelessness; at-risk of homelessness; or fleeing or attempting to flee domestic violence, dating violence, sexual assault, stalking, or human trafficking. Three organizations are actively providing supportive services including rental assistance, access to mental health and healthcare, transportation, etc. A total of $580,776 has been expended as of December 31, 2025, and $285,770 remains available for allocation. The Community Development Division will continue to distribute funds from this program in FY27. For more information, please visit www.BillingsMT.gov/HOMEarp.

Graffiti Pilot Program

In FY25, Code Enforcement launched an aggressive focus on graffiti removal. A seasonal worker devoted over 250 hours to abate graffiti on city infrastructure around the city, to include dumpsters, signs, light poles, sign poles, and utility cabinets. The Commercial Code Enforcement officer focused on larger projects, deploying the graffiti trailer to abate graffiti at over 35 locations, as well as paint-over projects in over 35 locations citywide. Adult treatment court participants fulfilling their community service hours contributed over 80 hours to abate graffiti. All these projects were supervised and coordinated by the Commercial CE officer, consuming about 240 hours of his time.



Highlighted Programs

BUDGETED EXPENSE TOTAL | $6,706,588

CHANGE FROM PRIOR YEAR | $968,630

Graffiti Pilot Program continued...

Given the success of the program, City Administration, Public Works and the Code Enforcement Division renewed this seasonal position again in FY26, this time funded by the Public Works Department, to again abate graffiti on city owned infrastructure. The Code Enforcement Division supervised the FY26 seasonal worker.

The Division has proposed adding a new Commercial CE Officer II in FY27 to enable ongoing and year-round abatement of graffiti on private and public property. Code Enforcement has also partnered again with Public Works, specifically the Solid Waste Division. Their trucks have the software capability to log tagged dumpsters.A report is created by Solid Waste and exported into a share point spreadsheet that Code Enforcement can access.We now have more eyes on the street, locating graffiti, making abatement quicker. Solid Waste continues to supply materials, while Code Enforcement abates the graffiti.

The additional Commercial CE Officer II would also provide increased capacity for the Code Enforcement Division to manage this work as well as other duties as outlined in the Department Resources – FY2027 and Five-Year Recommendations section further down in this Overview.





Department Resources

BUDGETED EXPENSE TOTAL | $6,706,588

CHANGE FROM PRIOR YEAR | $968,630

FY2027 Recommendations

Code Enforcement FTE Recommendation FY2027

Code Enforcement and City Administration are recommending an additional full-time Commercial Code Enforcement Officer II in FY27. The Council Budget and Finance Committee at its February 2026 meeting also supported bringing the added position to the FY27 Budget review. Commercial properties span the entire city, creating an enormous enforcement area for a single officer to cover thoroughly. Part of the CE II position responsibilities is graffiti abatement, which reduces property conditions that led to the need for law enforcement resources. A second position would allow the city to better serve its commercial properties, do some tasks year round that we have relied on a seasonal position to do in the past, and share the long list of responsibilities assigned to the commercial officer. We are currently doing many things well, but a second commercial officer would allow us to distribute those resources more effectively to better serve our community.

Community Development FTE Recommendation FY2027

Community Development recommended a full-time Grants Technician in FY26 funded by the General Fund. This request was not included in the FY26 Proposed Budget from Administration originally and is out of consideration due to the $2.3 million reduction in revenue to maintain 2025 property tax revenue levels.



Department Resources

BUDGETED EXPENSE TOTAL | $6,706,588

CHANGE FROM PRIOR YEAR | $968,630

FY2027 Recommendations continued...

Community Development FTE Recommendation FY2027 continued...

Given the instability of HUD funding going into 2026 and 2027, the CD Division is not advancing the Grant Technician position for FY27. The Division has been exploring some program and policy development work through small consultant contracts to address some capacity needs the Grant Technician might have addressed. **The Division is planning to keep its FTE Program Coordinator position that was vacated by retirement in late 2025 open as it anticipates filling that position in late FY26 or early FY27.** The Division is staffed with 3 FTEs, including the Manager.

As noted below in the five-year recommendations, the Division will continue to look toward future staffing needs based on HUD funding and possible local funding contributions

Planning Division Recommendation FY2027

The Planning Division does not have any new FTE recommendations for FY27. The Division is expecting one retirement in FY27 and will be moving the MPO-funded Traffic Technician position over from the Engineering Division to Planning Division to meet FHWA and MDT review recommendations as far as the MPO structure. The Division does have long term recommendations noted below in the 5-Year Recommendations.



Department Resources

BUDGETED EXPENSE TOTAL | $6,706,588

CHANGE FROM PRIOR YEAR | $968,630

FY2027 Recommendations continued...

PCSD Director Allocations

The PCSD Director continues to work with PCSD Division Managers, City Finance and Administration to improve the allocation of the wages, benefits, and expenses of the Director across the PCSD Divisions and three urban renewal districts. While the Director's position has historically been financially attached to the Planning Division, **increased allocation from the CE Division needs continuous evaluation to better reflect where the position's time and oversight is focused.** The FY27 $32,260 allocation from CE to the PCSD Director position is the same as FY26 and is still low compared to the time spent supporting the CE Division. The transfer needs an annual O&M component along with the COLA calculation.

Housing Director/Innovations Division

In FY26, the PCSD Director recommended Council research the applicability of a city housing director and/or community innovations team. Community Development staff could bring knowledge and expertise to some of these discussions and efforts, but the HUD grant funding does not enable staff to vary from the primary goals and programming covered by the HUD grants. Further, there is not enough current staff capacity even if funding were available to participate.



Department Resources

BUDGETED EXPENSE TOTAL | $6,706,588

CHANGE FROM PRIOR YEAR | $968,630

FY2027 Recommendations continued...

Housing Director/Innovations Division continued...

Other large communities in Montana have addressed capacity issues by bringing local general, tax increment, and mill levy funding to community development activities or developed standalone divisions (in PCSD), for example - a Strategic Initiatives Division to address the City's desired involvement in things like housing policy, homelessness, CPTED, neighborhood task forces, energy conservation, community engagement, etc. This concept is a possible long-term solution for the City to engage in a meaningful way on these community issues.

Council approved a FY26 Budget Amendment to research applicability of a city housing/community innovations team. This was a focused effort from the concepts outlined above and Council Member Tom Rupsis led the effort with staff and community stakeholders through a series of meetings in late 2025. CD Staff provided Billings Housing Market SWOT Analysis, Existing Housing Studies Matrix, and Examples from Other Cites (Missoula and Great Falls) to support this effort. Former CM Rupsis provided a report to be shared with City Council through Administration and former CM Rupsis in 2026 to provide any direction or budget recommendations in FY27 or FY28.



Department Resources

BUDGETED EXPENSE TOTAL | $6,706,588

CHANGE FROM PRIOR YEAR | $968,630

FY2027 Recommendations continued...

PCSD Urban Renewal District Coordinator Recommendation

OPer direction from the City Council in April 2026, PCSD and Finance staff are proposing the Urban Renewal District Coordinator position responsible for administration and operations of the South Billings Boulevard Urban Renewal District (SBBURD), East Billings Urban Renewal District (EBURD), and the Downtown Urban Renewal District (Downtown). This position will work in coordination with the three non-profit entities contracted by the City for District support and economic development activities. The position will ensure the Districts operate in accordance with the District urban renewal plans, state law, and City policies. The position will be involved in implementation of programs and projects related to the expenditures of tax increment financing funds (TIF) in these Districts. This position also will coordinate support with the three non-profit entities for the three City-appointed Advisory Committees for the SBBURD, EBURD and Downtown. This position will be housed in the PCSD likely within the City-County Planning Division.



Department Resources

BUDGETED EXPENSE TOTAL | $6,706,588

CHANGE FROM PRIOR YEAR | $968,630

FY2027 Recommendations continued...

Urban Renewal Districts

The City Council considered adjustments to Urban Renewal District Management and Operations per 2025 Legislation and directed staff to keep the operations as similar as possible to past operations. The City entered new Agreements with the Downtown, EBURD and SBBURD entities but set the termination dates for these agreements as the end of FY26. Council raised the issue again in early 2026 for modifying how the advisory boards and the current non-profit entities integrate into the URD process. PCSD staff expects a resolution to the operational strategy for the three URDs for FY27.

Five Year Recommendations

Increase County-Wide Planning Levy

One-time funding of critical planning projects has been positive, but it does not address the need for a long-term, permanent and adequate funding source for area and corridor land use plans, neighborhood planning, and comprehensive land use planning as part of the greater solution to quality land use planning in Yellowstone County and Billings. Consideration of an increase in the County-Wide Planning Levy would be a comprehensive solution to this challenge. Cooperation between the City Council and the Board of County Commissioners would be needed in this effort. Given the current focus on the County Jail and public safety services, this effort would have to be considered in FY28 or FY29.



Department Resources

BUDGETED EXPENSE TOTAL | $6,706,588

CHANGE FROM PRIOR YEAR | $968,630

Five Year Recommendations continued...

Capacity Needs: Department and Divisions

FTEs:

- Due to ongoing instability with HUD funding, the CD division is keeping open its FTE Program Coordinator position vacated by retirement in late 2025 for FY27. The Division will continue to evaluate added FTE needs in CD, and CD contribution to PCSD Director position, but with only HUD funding for administrative and program support at this time, there is no line of sight to further staffing and support for Division work. The housing/community innovations staff/team concept explored by the Council through CM Rupsis' work described above might be a pathway to some added program integration in the future.
- PCSD Administrative Support – Looking at portion of CE Clerk and Planning Clerk time supporting PCSD Administration for short term. Retirement in Planning Division in late 2026 will trigger a review of the job duties for the Planning Clerk in this area. Need FTE Administrative Support position for PCSD long term (CE, CD and tie to County-Wide Planning Levy increase could be a solution – revisit in FY28 or FY29)
- In addition to the CE II position request in FY27, the Division anticipates an additional residential code enforcement officer should be added to meet City growth and demand. The enforcement zone boundaries would be refined to redistribute coverage of the city more efficiently (Estimated FY29)
- Planning Division is considering adjustments to its planning positions, including additional Planner IIs with different rolls to support both current, long range, and regulatory maintenance (Begin exploring in FY27 with further implementation estimated in FY28)



Department Resources

BUDGETED EXPENSE TOTAL | $6,706,588

CHANGE FROM PRIOR YEAR | $968,630

Five Year Recommendations continued...

Capacity Needs: Department and Divisions continued...

Organizational Modifications

- Urban Renewal District Management Review and Changes (FY27)
- Strategic Community Initiatives Division – Research described above in FY26. FTEs to carry out City involvement in housing policy, homelessness, CPTED, neighborhood task forces, etc. (Estimated FY28)
- MPO Reconfiguration and Regional Expansion – Reconfiguration work will continue in FY27, with longer range issues of a MET Transit District in relation to the MPO, and inclusion of Laurel in the Urban Planning Area after the 2030 Census (Estimated in FY28-FY30)
- The City should revisit is organizational support for the Neighborhood Task Forces as far as how PCSD staff engage and administer the annual task force General Fund allocation of about $9,000 (FY26). (Revisit in FY28).

Succession Planning/Retirements/Training (Ongoing)

- One retirement anticipated in FY27 and planning for future ones – Working to ensure overlap training with replacements.
- Interface with High Performance Organization efforts to support staff at multiple levels, and managers and supervisors for future high level leadership positions in the City – Retain talent, improve talent, find talent.



Goals

BUDGETED EXPENSE TOTAL | $6,706,588

CHANGE FROM PRIOR YEAR | $968,630

Goal: Improve the safety of Billings

Objective: Maintain code enforcement compliance rate of 90% or higher

- Code Enforcement was at 93% compliance at close of 2025.
- Continue to implement proactive nuisance property abatement procedures to efficiently increase neighborhood safety – Ongoing.
- Continue progression of the multi-discipline, multi-jurisdictional nuisance property team to improve neighborhoods.
- Implement graffiti reduction program – Started 2024 and used seasonal for City property maintenance again in 2025 and will continue program for FY27. Continuing private property and (MDT) cleanups and murals, including a major cleanup of the Montana Avenue Overpass in 2025 and coordination with MDT for a mural project with a target date of summer 2026 based on grant awards.
- Propose ordinance amendments – Ongoing with amendments already approved by Council in 2024 and 2025. Implementation of MOU with RiverStone Health underway to support RSH licensing enforcement for establishments that are not licensed by RSH – motels and body art businesses. Currently, Motel 6's on West End are closed and under court order to work with RSH to obtain licenses.
- Conduct 10 or more community outreach programs increasing community awareness of city codes – 2025: CE participated in 5 community events and continued to organize the Code Enforcement Statewide Group – monthly meetings with code professionals from around MT.
- Increase web, social media-based, neighborhood task force presence and information sharing on CE activities and seasonal concerns to improve compliance – CE Blog post is updated monthly and blog link is being shared with the PCSD Facebook Page.
- Achieve division and individual staff development/training through AACE/ICC accreditations – Training and testing to be completed in early 2026. CE Manager completed Professional Development Academy Leadership Training in December 2025.



Goals

BUDGETED EXPENSE TOTAL | $6,706,588

CHANGE FROM PRIOR YEAR | $968,630

Goal: Sustain and Upgrade Critical Infrastructure

Objective: Optimize efficiency of the transportation system

- Grand Avenue from 43rd to 62nd – Project is funded and added to the Transportation Improvement Program (TIP) and the City is working on project management agreements with MDT.
- Implement safe routes to school, traffic calming, intersection capacity improvements, missing sidewalks and other projects to improve safety and quality of transportation network – Planning/MPO working with Public Works in multiple capacities – TA Grant Award for SRTS projects, SS4AGrant, SRTS programmed projects in CIP, CIP Trail and SRTS feasibility analysis work underway per approved 2026 UPWP.
- Developing alternatives for improvement to the 21st Street Underpass through approved Feasibility Study, which will be completed and brought to the Council Spring 2026.

Goal: Foster Economic Vibrancy through Quality Designed Neighborhoods and Business Districts

Objective: Stimulate infill and redevelopment

- Implement the 2023 Montana Land Use Planning Act (Billings 2045) –Statutory deadline is May 2026.
- Continue Infill Policy implementation – review policy starting late 2026
- In partnership with building/development community support opportunities to make redevelopment in the downtown less intimidating – Launched listening session in late 2024. Ongoing, but staff capacity limited activity in 2025. Development community tested new project/permitting software to roll out in 2026. Continuing to hold quarterly meetings with the Billings Homebuilders Association.

Objective: ·Improve multi-modal transportation system

- Complete two-way street conversion – Completed 2025
- Complete road diet on Montana Avenue – 4 more RFB's for crosswalks were installed in late 2025, but no exact timeline determined for MDT project work



Goals

BUDGETED EXPENSE TOTAL | $6,706,588

CHANGE FROM PRIOR YEAR | $968,630

Objective: ·Improve multi-modal transportation system continued…

- Complete multi-use path installation along 6th Avenue North to connect Heights and Downtown areas
- Examine improvements to 4th Avenue North and 6th Avenue North to meet safety and redevelopment goals
- Continue implementing Complete Streets Policy – Policy Report underway
- Safe Routes to Schools Phase I and Phase II – Projects underway in 2026 per CIP, SS4AII Grant, TA Grant.
- Complete transportation corridors analysis and outreach

Update subdivision regulations – Updates completed in 2024. Updated regulations also must be adopted under Billings2045.

Update neighborhood plans

- Neighborhood Planner will advance plan updates in 2027
- Completing West End and Heights in 2026
- Contract executed to complete economic analysis of the Skyway Drive corridor in 2026.

Develop new land use plan and future land use map of Billings - Underway

Develop housing strategies

- Support HomeFront's development of a housing strategy
- Ensure housing strategy aligns with the housing outcomes of Montana Land Use Planning Act and 2025 Consolidated Plan
- Include housing support programs in 2025-2029 Consolidated Plan for Community Development and HOME programs – Included in Con Plan
- Support resource and program expansion to address housing needs and neighborhood stabilization - Former CM Rupsis provided a report that should be shared with City Council through Administration. This is further described in the PCSD Budget Narrative

Determine application of cost-of-service study findings - Underway

Determine economic development, land use and infrastructure to serve Skyway Drive/Hwy 3 – Contract executed for 2026 and referred to above in other Goals



Goals

BUDGETED EXPENSE TOTAL | $6,706,588

CHANGE FROM PRIOR YEAR | $968,630

Goals: Provide Exceptional Educational, Recreational, and Cultural Services and Amenities

Objective: ·Activate parks and public spaces to improve a sense of community, improve health and reduce crime.

- Apply CPTED principles in parks – Still working to use Community Development program funds in eligible parks
- Continue phased implementation of CPTED principles in South Park, Skate Park, Pioneer Park, Spring Creek Park, Dehler Park – Need FY27 Budget allocation
- Build new pool and community center in South Park (SBBURD Expansion)
- Public Art Policy adopted by Council in September 2025 and Public Art Committee to be seated early 2026 for public art installations reviewed

Council Initiatives PCSD is involved in outside of adopted priorities and Goals

- Expansion of the SBBURD to include the Southside Triangle – Expansion completed (tied to the new pool in South Park as noted in the Goals and Priorities above)
- Assisting with City property inventory/sale list work – CD Board Housing Recommendation
- Housing Support Effort – CM Rupsis FY26 Project



Photo by: Isabel Spartz/MTN News



Staffing Authorization

BUDGETED EXPENSE TOTAL | $6,706,588

CHANGE FROM PRIOR YEAR | $968,630

POSITION	DIVISION FUNDING	ACTUAL FY24	ACTUAL FY25	BUDGET FY26	PROPOSED FY27
PLANNING/COMM SERV DIRECTOR	PLANNING	1.0	1.0	1.0	1.0
ADMINISTRATIVE SUPPORT I	BUILDING	0.3	0.0	0.0	0.0
	CODE ENFORCEMENT	0.3	0.0	0.0	0.0
	PLANNING	0.4	0.0	0.0	0.0
	TOTAL	**1.0**	**0.0**	**0.0**	**0.0**
COMMUNITY SERVICES MANAGER	COMMUNITY DEVELOPMENT	1.0	1.0	1.0	1.0
COMMUNITY DEV GRANT COORDINATOR	COMMUNITY DEVELOPMENT	3.0	3.0	3.0	3.0
GRANTS TECHNICIAN	COMMUNITY DEVELOPMENT	0.5	0.5	0.5	0.5
CODE ENFORCEMENT CLERK	CODE ENFORCEMENT	1.0	1.0	1.0	1.0
CODE ENFORCEMENT OFFICER	CODE ENFORCEMENT	3.0	5.0	5.0	5.0
CODE ENFORCEMENT OFFICER II	CODE ENFORCEMENT	1.0	2.0	2.0	3.0
CODE ENFORCEMENT MANAGER	CODE ENFORCEMENT	1.0	1.0	1.0	1.0
MULTI-MODAL PLANNER *	PLANNING	1.0	1.0	1.0	1.0
ZONING COORDINATOR	PLANNING	1.0	1.0	1.0	1.0
PLANNER I	PLANNING	2.0	3.0	3.0	3.0
PLANNER II	PLANNING	1.0	2.0	2.0	3.0
PLANNING CLERK	PLANNING	1.0	1.0	1.0	1.0
PLANNING DIVISION MANAGER	PLANNING	1.0	1.0	1.0	1.0
TRAFFIC TECHNICIAN	PLANNING	0.0	0.0	0.0	1.0
TRANSPORTATION PLANNER	PLANNING	1.0	1.0	1.0	1.0
TRANSPORTATION PLANNING COORD	PLANNING	1.0	1.0	1.0	1.0
TOTAL STAFF		**21.5**	**25.5**	**25.5**	**28.5**

* Position name change in FY26 from Active Transportation Planner to Multi-Modal Planner



Budgeted Revenues

BUDGETED EXPENSE TOTAL | $6,706,588

CHANGE FROM PRIOR YEAR | $968,630

PCSD
DEPARTMENT AND FUNDS

REVENUE BY CLASSIFICATION	ACTUAL FY 24	ACTUAL FY 25	BUDGET FY 26	ESTIMATE FY 26	PROPOSED FY 27
TAXES	$ 636,158	$ 748,264	$ 668,000	$ 634,600	$ 695,569
LICENSES & PERMITS	106,475	98,598	92,000	87,900	90,000
INTERGOVERNMENTAL	2,678,931	2,568,666	3,298,293	2,974,888	2,579,293
CHARGES FOR SERVICE	411,878	542,114	479,703	488,238	571,591
INVESTMENT EARNINGS	120,364	103,769	87,226	68,416	64,598
CONTRIBUTIONS/DONATIONS	46,634	6,100	2,500	2,750	2,500
INTERFUND TRANSFERS	376,552	2,511,748	151,470	373,271	163,826
FINES AND FORFEITURES	-	-	500	-	500
MISCELLANEOUS	523,045	394,466	200,000	522,595	1,207,296
PCSD TOTAL REVENUE	**$ 4,900,037**	**$ 6,973,725**	**$ 4,979,692**	**$ 5,152,658**	**$ 5,375,173**
BIKE PATH/TRAIL DONATION **	2,225,559	733,885	-	110,001	20,000
COMBINED REVENUE	**$ 7,125,596**	**$ 7,707,610**	**$ 4,979,692**	**$ 5,262,659**	**$ 5,395,173**

- Note: The Code Enforcement operating budget revenue is not shown in the table above as revenue to PCSD. This is Finance practice since CE revenue is from the General Fund. This makes it look like the budget is way out of balance in these tables for the PCSD. This is not actually the case. During the PCSD presentation to Council, the CE revenue will be shown as added to total revenue for clarity.



Budgeted Revenues

BUDGETED EXPENSE TOTAL | $6,706,588

CHANGE FROM PRIOR YEAR | $968,630

REVENUE BY FUND

PCSD
ALL DEPARTMENT REVENUES

FUND NAME	ACTUAL FY 24	ACTUAL FY 25	BUDGET FY 26	ESTIMATE FY 26	PROPOSED FY 27
GENERAL FUND	$ 24,541	$ 8,873	$ 43,000	$ 10,959	$ 23,000
ANTI-GRAFFITI FUND	4,000	5,680	3,000	2,972	3,000
COMMUNITY DEVELOPMENT FUND	2,358,898	4,372,223	2,122,719	2,350,669	2,613,352
CITY COUNTY PLANNING FUND	2,512,598	2,586,949	2,810,973	2,788,058	2,735,821
PCSD TOTAL REVENUE	**$ 4,900,037**	**$ 6,973,725**	**$ 4,979,692**	**$ 5,152,658**	**$ 5,375,173**
BIKE PATH/TRAIL DONATION **	2,225,559	733,885	-	110,001	20,000
COMBINED REVENUE	**$ 7,125,596**	**$ 7,707,610**	**$ 4,979,692**	**$ 5,262,659**	**$ 5,395,173**



Budgeted Expenses

BUDGETED EXPENSE TOTAL | $6,706,588

CHANGE FROM PRIOR YEAR | $968,630

PCSD
ALL DEPARTMENT EXPENSES

EXPENSE BY CLASSIFICATION

	ACTUAL FY 24	ACTUAL FY 25	BUDGET FY 26	ESTIMATE FY 26	PROPOSED FY 27
PERSONAL SERVICES	$2,618,781	$ 2,607,417	$ 3,071,243	$ 2,913,973	$ 3,369,183
OPERATIONS AND MAINTENANCE	2,138,770	3,207,694	2,590,688	2,389,848	3,244,439
CAPITAL	677,489	24,019	49,305	42,305	50,802
TRANSFERS	25,576	2,430,459	26,722	248,648	22,164
PCSD TOTAL EXPENDITURES	**$5,460,616**	**$ 8,269,589**	**$ 5,737,958**	**$ 5,594,774**	**$ 6,686,588**
BIKE PATH/TRAIL DONATION **	2,593,128	206,148	-	160,676	20,000
COMBINED EXPENDITURES	**$8,053,744**	**$ 8,475,737**	**$ 5,737,958**	**$ 5,755,450**	**$ 6,706,588**



Budgeted Expenses

BUDGETED EXPENSE TOTAL | $6,706,588

CHANGE FROM PRIOR YEAR | $968,630

PCSD

EXPENSE BY FUND — ALL DEPARTMENT EXPENSES

	ACTUAL FY 24	ACTUAL FY 25	BUDGET FY 26	ESTIMATE FY 26	PROPOSED FY 27
GENERAL FUND	$1,040,027	$ 1,046,466	$ 1,222,580	$ 1,091,577	$ 1,307,451
CAPITAL REPLACEMENT	677,489	24,019	49,305	42,305	50,802
ANTI-GRAFFITI FUND	1,051	567	3,000	809	3,469
COMMUNITY DEVELOPMENT FUND	1,564,036	5,082,966	1,832,737	1,981,384	2,602,601
CITY COUNTY PLANNING FUND	2,178,013	2,115,571	2,630,336	2,478,699	2,722,265
PCSD TOTAL EXPENDITURES	**$5,460,616**	**$ 8,269,589**	**$ 5,737,958**	**$ 5,594,774**	**$ 6,686,588**
BIKE PATH/TRAIL DONATION **	2,593,128	206,148	$ -	160,676	20,000
COMBINED EXPENDITURES	**$8,053,744**	**$ 8,475,737**	**$ 5,737,958**	**$ 5,755,450**	**$ 6,706,588**



Code Enforcement

BUDGETED REVENUE TOTAL | $1,351,253

BUDGETED EXPENSE TOTAL | $1,351,253

The Code Enforcement Division is an integral and critical component of any public safety solution the City embraces. Code Enforcement mitigates criminal activity before it becomes a resource demand of the Police Department by cleaning up and securing nuisance properties, cleaning graffiti before it increases and draws more criminal activity, ensuring outside storage of junk and junk vehicles is addressed before a property attracts crime. Maintains neighborhood stability by enforcing City codes in a consistent manner.
The Code Enforcement Division is funded by the City's General Fund. The Division enforces 22 City codes, including junk vehicles, parking, weeds, nuisances, signage, and right-of-way obstructions. The Division handled over 4,400 cases in 2025. The Division responds to citizen concerns on a city-wide basis.

This Division does generate some revenue from parking tickets and weed abatement. However, the parking ticket funds are budgeted within the Parking Division, and the weed abatement charges return to the General Fund. Therefore, none of the revenue sources are reflected clearly as a revenue stream for CE operations. CE does not carry reserves called out separately from the General Fund.

In 2024, city council approved a resolution to establish an anti-graffiti fund to encourage citizens to report graffiti taggers and receive a reward upon conviction. The fund also covers costs for materials to abate graffiti. To date, this fund has grown to over $10,000 due to donations from members of the community who wish to support the ongoing abatement of graffiti and who themselves have been victims of graffiti vandalism. CE is currently applying for various grants for a large mural project soon.



Code Enforcement

BUDGETED REVENUE TOTAL | $1,351,253

BUDGETED EXPENSE TOTAL | $1,351,253

CODE ENFORCEMENT
OPERATING BUDGET

GENERAL FUND

	ACTUAL FY 24	ACTUAL FY 25	BUDGET FY 26	ESTIMATE FY 26	PROPOSED FY 27
PERSONAL SERVICES	$ 801,035	$ 802,555	$ 905,309	$ 816,733	$ 1,021,225
OPERATIONS AND MAINTENANCE	215,913	212,565	292,886	250,458	266,206
CAPITAL	-	-	7,371	7,371	43,802
TRANSFERS	23,079	31,346	24,385	24,385	20,020
TOTAL EXPENDITURES	**$ 1,040,027**	**$ 1,046,466**	**$ 1,229,951**	**$ 1,098,947**	**$ 1,351,253**



Photo by: MTN News File



Community Development

BUDGETED REVENUE TOTAL | $2,591,869

BUDGETED EXPENSE TOTAL | $2,588,118

The Community Development Division manages federal funding including the U.S. Department of Housing and Urban Development (Community Development Block Grant and HOME Investment Partnerships program) and the Corporation for National and Community Service (AmeriCorps VISTA). These federal resources pay for personnel wages, benefits, and operations costs to implement homebuyer, housing development, supporting expansion of public facilities to provide services for vulnerable populations, and poverty-impact programs. Given the limited funds that may be allocated to administration of the HUD programs, $3,000 will be allocated this year to cover the PCSD Director's oversight of the Division.

Community Development receives an annual General Fund allocation to cover rent and parking (FY26 $51,931). The Division received a one-time $250,000 in 2013 from an SID loan fund reallocation the City Council approved and a one-time $196,500 in 2015 from a South 27th Street property sale. These revolving funds are used for housing projects and more than 40 families have been assisted with home ownership / repair projects to date.

The Division does not maintain reserve funds; however, federal grant funds and related loan repayment revenues may be carried forward from one City fiscal year to the next. While this carryover provides flexibility to reallocate program income toward eligible services and activities, HUD's annual expenditure deadlines can create challenges in meeting required timeliness and spending benchmarks. Further discussion of the HUD-ARP funding award is under the Highlighted Programs section.



Community Development

BUDGETED REVENUE TOTAL | $2,591,869

BUDGETED EXPENSE TOTAL | $2,588,118

Program	Revenue Amount	Expenditure Amount
Com Dev Federal Grant	$1,589,619	$1,587,619
HOME Federal Grant	$572,799	$569,676
HOME-ARP Federal Grant	$285,000	$285,000
AmeriCorps VISTA Support	$16,526	$15,000
AmeriCorps VISTA Federal Grant	$85,000	$85,000
General Funds Transfer (Rent / Parking)	$42,715	$42,343
Miscellaneous Programs	$210	$3,480
TOTAL	**$2,591,869**	**$2,588,118**
Miscellaneous – South 27th Street Land	$21,483	$21,483
TOTAL	**$2,613,352**	**$2,609,601**

Long Term Service Agility

The Division continues to experience capacity constraints due to very limited funding outside of its core HUD programs. This creates challenges in delivering and supporting other social service activities that remain significant priorities within Billings. A Program Coordinator position became vacant following a retirement in late 2025. The timing of refilling this position is currently under evaluation and may occur in late FY26 or early FY27 (see FY27 and Five-Year Recommendations below).

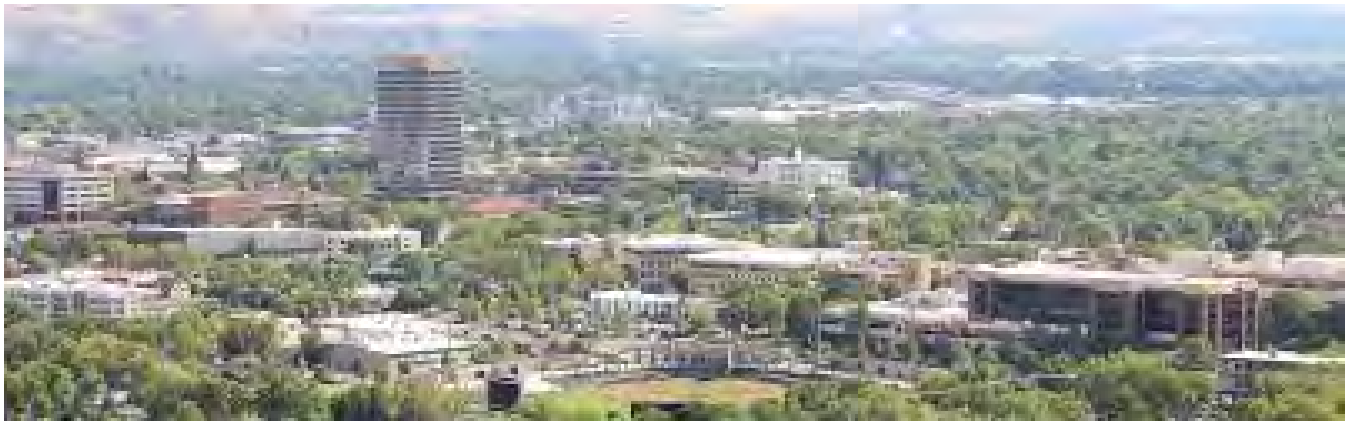
Due to a series of recent HUD regulatory changes and program updates, the Division must dedicate time and staff capacity to reviewing and strengthening internal procedures. This includes updating written policies, compliance protocols, and monitoring practices to ensure continued alignment with federal requirements and to reduce risk during future HUD monitoring.



Community Development

BUDGETED REVENUE TOTAL | $2,591,869

BUDGETED EXPENSE TOTAL | $2,588,118



COMMUNITY DEVELOPMENT GRANTS FUND
OPERATING BUDGET

	ACTUAL FY 24	ACTUAL FY 25	BUDGET FY26	ESTIMATE FY26	PROPOSED FY27
PERSONAL SERVICES	$ 485,906	$ 476,326	$ 521,203	$ 528,542	$ 507,619
OPERATIONS AND MAINTENANCE	1,068,998	2,219,886	1,297,737	1,222,758	2,081,985
CAPITAL	677,489	24,019	-	-	-
TRANSFERS	-	2,376,361	-	222,159	-
TOTAL EXPENDITURES	$ 2,232,393	$ 5,096,592	$ 1,818,940	$ 1,973,459	$ 2,589,604



Urban Renewal Property Acquisition

BUDGETED REVENUE TOTAL | $21,483

BUDGETED EXPENSE TOTAL | $21,483

This fund is used to account for Tax Increment assets primarily related to property on South 27th Street. As the City sells property previously acquired through the Tax Increment Program (not affiliated with the current Downtown District, EBURD or SBBURD), the funds may be deposited in Fund 4280 making them available for additional Tax Increment-related activities or for ongoing operating and maintenance costs associated with the property previously acquired, such as snow removal and weed control. The ongoing maintenance continues to gradually put pressure on this account pending property sales. The current Property Disposition Committee recommendations to the City Council may help advance sale of these properties to encourage redevelopment in the South 27th Street Corridor. There is a slight increase in both Operating and Maintenance Expenses and Interest Income.



Urban Renewal Property Acquisition

BUDGETED REVENUE TOTAL | $21,483

BUDGETED EXPENSE TOTAL | $21,483

URBAN RENEWAL PROPERTY ACQUISITION FUND OPERATING BUDGET

FUND 4280

	ACTUAL FY 24	ACTUAL FY 25	BUDGET FY 26	ESTIMATE FY 26	PROPOSED FY 27
FUND BALANCE BEGINNING	$ 205,729	$ 198,111	$ 185,641	$ 188,233	$ 174,699
REVENUE:					
TRANSFERS IN	$ -	$ -	$ -	$ -	$ 21,483
INTEREST ON INVESTMENTS	1,514	515	623	(34)	-
TOTAL REVENUE	$ 1,514	$ 515	$ 623	$ (34)	$ 21,483
EXPENDITURES:					
OPERATIONS & MAINTENANCE	9,132	10,393	13,797	13,500	14,483
LAND & IMPROVEMENTS	-	-	7,000	-	7,000
TOTAL EXPENDITURES	$ 9,132	$ 10,393	$ 20,797	$ 13,500	$ 21,483
FUND BALANCE ENDING	$ 198,111	$ 188,233	$ 165,467	$ 174,699	$ 174,699
LESS:					
NONSPENDABLE					
RESTRICTED	198,111	188,233	165,467	174,699	174,699



Planning Division

BUDGETED REVENUE TOTAL | $2,735,821

BUDGETED EXPENSE TOTAL | $2,722,265

The Planning Division provides comprehensive planning services for the City of Billings and Yellowstone County. This includes subdivision and zoning administration and transportation planning services for the Metropolitan Planning Organization. The Planning Division draws on three revenue sources to sustain all of its operations – a County-Wide Mill Levy, charges for permit and application fees, and federal funds allocated to the Billings Metropolitan Planning Organization (MPO) for transportation planning services. The MPO funds can be used with local match funding from the Mill Levy and charges for service at levels of 20% to 80% depending on the program and staff activities. This approach maintains a very efficient and coordinated service program for City and County planning activities.

Planning continues to face significant challenges in funding long range planning activities without the support City Council provided in FY24 for the Inner Belt Loop/Highway 3 Area Plan, the West Billings Neighborhood Plan, Heights Neighborhood Plan and complying with the new MT Land Use Planning Act. A long term, consistent funding source for larger long range planning projects is a need of the Division. As is noted below, increasing the County-Wide Planning Levy would be one of the most stable ways to increase revenue for larger, long range projects for the City and County

The Division also can't easily absorb significant internal charges increases even with its ability to modify fees every two years. The Division has worked hard with City Administration, Finance, the IT Director, and PCSD Director to make budget updates the last two fiscal years to adjust how IT and GIS charges are allocated to the Planning Division and other divisions in PCSD and City-wide. This effort is ongoing.



Planning Division

BUDGETED REVENUE TOTAL | $2,615,858

BUDGETED EXPENSE TOTAL | $2,602,302

	ACTUAL FY 24	ACTUAL FY 25	BUDGET FY 26	ESTIMATE FY 26	PROPOSED FY 27
FUND BALANCE BEGINNING	$ 1,139,676	$ 1,474,261	$ 1,633,986	$ 1,945,639	$ 2,254,998
REVENUE:					
CITY-COUNTY PLANNING:					
COUNTY PROPERTY TAX	$ 636,159	$ 748,264	$ 668,000	$ 634,600	$ 695,569
LICENSES & PERMITS	106,475	98,598	92,000	87,900	90,000
FEDERAL/ LOCAL GRANTS	954,929	1,047,048	1,426,293	1,405,140	1,246,293
CONTRIBUTION-COUNTY	1,000	1,000	56,000	56,000	1,000
CHARGES FOR SERVICE	402,441	520,741	421,703	457,350	533,591
INTEREST ON INVESTMENTS	45,324	60,254	40,977	40,716	57,368
TRANSFERS IN	310,000	100,000	100,000	100,000	100,000
CONTRIBUTIONS/DONATIONS	42,634	-	-	-	-
MISCELLANEOUS	636	1,044	-	352	-
HISTORIC PRESERVATION GRANT	13,000	10,000	6,000	6,000	12,000
TOTAL REVENUE	$ 2,512,598	$ 2,586,949	$ 2,810,973	$ 2,788,058	$ 2,735,821
EXPENDITURES:					
CITY-COUNTY PLANNING:					
PERSONAL SERVICES	$ 1,331,839	$ 1,328,536	$ 1,644,731	$ 1,568,698	$ 1,840,339
OPERATION & MAINTENANCE	828,101	752,371	972,921	897,551	865,282
TRANSFERS	2,497	22,752	2,337	2,103	2,144
HISTORIC PRESERVATION GRANT	15,576	11,912	10,347	10,347	14,500
TOTAL EXPENDITURES	$ 2,178,013	$ 2,115,571	$ 2,630,336	$ 2,478,699	$ 2,722,265
FUND BALANCE ENDING	$ 1,474,261	$ 1,945,639	$ 1,814,623	$ 2,254,998	$ 2,268,554
RESTRICTED	1,474,261	1,945,639	1,814,623	2,254,998	2,268,554

POLICE DEPARTMENT



Police Department

BUDGETED EXPENSE TOTAL | $37,865,151
Public Safety (Police): $35,534,663
Police Programs/Grants: $1,340,801
Capital Outlay: $989,687

CHANGE FROM PRIOR YEAR | $2,765,184

Budget Justification

The Billings Police Department is committed to maintaining public order, enforcing laws at the local, state, and federal levels, safeguarding lives and property, and upholding constitutionally protected rights. Through the community policing philosophy, the department strives to create a safe and secure environment for all citizens.

The department's operating budget is divided between two primary funds: Public Safety and General. The majority of both expenditures and revenues are reflected in the Public Safety Fund, while the General Fund covers a smaller portion of the department's expenses. Additionally, the department seeks grant funding to reimburse specific programs. The budget supports the department's round-the-clock operations, including patrols, specialized roles, investigations, and multi-jurisdictional task forces focused on state and federal inquiries. It also funds Animal Control operations.

Personal Services saw an increase of $1,534,921, reflecting salary adjustments, contractual step increases, rising employee benefits costs, and projected payouts for accrued sick leave and vacation time as employees retire. Additionally, in FY26 City Council reduced overtime budgets by $500,000 to balance the budget.

Operation and Maintenance (O&M) expenses for FY27 total $7,436,374, reflecting an increase of $1,131,892 from the previous year. Notable areas of increased spending include facility charges for the new Stillwater building, liability insurance, MDT (Mobile Data Terminal) repairs, computer and phone replacements, medical charges for SANE exams and blood draws, rising costs of subscriptions and software, and Axon implementation. The Axon implementation includes new body worn camera and in vehicle video hardware and digital evidence management software and integration with criminal justice partners.



Police Department

BUDGETED EXPENSE TOTAL | $37,865,151
Public Safety (Police): $35,534,663
Police Programs/Grants: $1,340,801
Capital Outlay: $989,687

CHANGE FROM PRIOR YEAR | $2,765,184

Budget Justification continued...

Capital Expenses are budgeted at $989,687, earmarked for the replacement of public safety equipment and vehicles. Eight patrol cars and one detective vehicles are scheduled for replacement at a cost of $341,781. $152,906 is budgeted to replace two additional cars that were damaged on patrol and are beyond repair. $495,000 is for a Grant Funded Rook Armored Response Vehicle.

The Animal Control division's budget covers the monthly payments for sheltering services. A request for proposal has been offered. We anticipate the possibility of up to a 30% increase in contract fees. Expenses include boarding fees for cases involving ten or more animals, spay and neuter services, education programs, animal health and welfare, facility upgrades, and various initiatives.

Downtown Police Officer

In FY23, the Downtown Billings Association (DBA) requested an additional officer for enhanced coverage in the downtown area, bringing the total to three officers. The FY27 budget for these three officers is $294,843, covering both revenues and expenditures.







Goals

BUDGETED EXPENSE TOTAL | $37,865,151

CHANGE FROM PRIOR YEAR | $2,765,184

Strengthen Core Police Operations and Service Delivery

FY27 Objective: Improve response capability, service quality, and operational efficiency while prioritizing life-safety calls.

Key Action Steps:

- Further refine call prioritization and dispatch protocols to ensure rapid response to high-risk and life-threatening incidents.
- Reduce non-essential out-of-service time through staffing optimization, workload analysis, and civilian support expansion.
- Expand and formalize the use of civilian field CSI and technical support units.

FY27 Outcomes:

- Improved response times for Priority 1 and Priority 2 calls.
- Increased proportion of sworn personnel available for patrol, investigations, and emergency response.
- Improved data accuracy, evidence quality, and case processing efficiency.

Prevent and Reduce Family and Domestic Harm

FY27 Objective: Interrupt cycles of family violence through consistent investigations, survivor-centered practices, and coordinated support.

Key Action Steps:

- Ensure meaningful follow-up investigations for at least:
  - 75% of family violence cases
  - 80% of reported strangulation cases
- Expand use of coordinated multidisciplinary follow-up through in-house and partner-based victim services.
- Increase department-wide domestic violence and trauma-informed response training.
- Conduct structured case audits to ensure adherence to policy, accuracy, and investigative completeness.

FY27 Outcomes:

- Increased victim safety and access to support services.
- Improved investigative quality and prosecutorial readiness.
- Reduced repeat victimization and escalation risk.



Goals

BUDGETED EXPENSE TOTAL | $37,865,151

CHANGE FROM PRIOR YEAR | $2,765,184

Reduce Violent Crime Through Precision Policing and Prevention

FY27 Objective: Reduce violent crime by focusing resources where and when violence is most likely to occur.

Key Action Steps:

- Utilize intelligence-led, data-driven strategies, including hotspot and precision policing.
- Focus enforcement and prevention efforts on repeat locations, high-risk times, and individuals associated with violent behavior.
- Expand collaboration with community partners for intervention, prevention, and violence interruption initiatives.

FY27 Outcomes:

- Measurable reductions in violent crime compared to FY26.
- Improved coordination between enforcement, prevention, and community stakeholders.
- More efficient deployment of limited resources.

Improve Downtown Safety and Quality of Life

FY27 Objective: Enhance public safety and livability in the downtown core through visibility, coordination, and problem-solving.

Key Action Steps:

- Increase visible officer presence through directed patrols, bike patrols, and time-specific deployments.
- Strengthen coordination with Code Enforcement, city departments, businesses, and service providers.
- Address chronic quality-of-life concerns using problem-oriented policing strategies.

FY27 Outcomes:

- Reduced frequency and severity of downtown-related calls for service.
- Improved perception of safety among residents, visitors, and businesses.
- Sustained problem resolution through coordinated enforcement and compliance efforts.



Goals

BUDGETED EXPENSE TOTAL | $37,865,151

CHANGE FROM PRIOR YEAR | $2,765,184

Enhance Traffic Safety and Reduce Serious Crashes

FY27 Objective: Reduce traffic-related injuries and fatalities through enforcement, education, and engagement.

Key Action Steps:

- Conduct high-visibility enforcement targeting DUI, speeding, distracted driving, and traffic control violations.
- Use crash data to guide enforcement locations and timing.
- Expand public education and community outreach on traffic safety risks and behaviors.

FY27 Outcomes:

- Reduced traffic crashes, injuries, and fatalities compared to FY26.
- Increased public awareness of traffic safety priorities.
- More efficient use of enforcement resources through data-driven deployment.

Reduce Property Crime and Repeat Victimization

FY27 Objective: Deter property crime through focused enforcement, environmental design, and community partnership.

Key Action Steps:

- Apply intelligence-based policing and hotspot analysis to property crime trends.
- Target repeat offenders, repeat locations, and high-risk time periods.
- Expand community-based crime prevention efforts, including CPTED education and assessments.

FY27 Outcomes:

- Year-over-year reductions in property crime.
- Increased participation by CPTED-trained businesses and residents.
- Reduced repeat victimization at identified locations.



Goals

BUDGETED EXPENSE TOTAL | $37,865,151

CHANGE FROM PRIOR YEAR | $2,765,184

FY27–FY31 LONG-TERM STRATEGIC PRIORITIES

Enhance Public Safety
Anticipate and respond to emerging threats while safeguarding constitutional rights and community well-being.



Strengthen Community Trust and Legitimacy
Promote transparency, collaboration, and accountability through sustained community engagement and problem-solving.



Improve Organizational Effectiveness
Ensure efficient operations, sound fiscal stewardship, and clear expectations across all levels of the department.

Develop and Retain a High-Quality Workforce
Recruit, retain, and develop a diverse, professional workforce through training, mentorship, and leadership development.



Support Officer Wellness and Resilience
Promote physical, mental, and emotional well-being to enhance performance, retention, and long-term effectiveness.



Staffing Authorization

BUDGETED EXPENSE TOTAL | $37,865,151

CHANGE FROM PRIOR YEAR | $2,765,184

POSITION	ACTUAL FY 24	ACTUAL FY 25	BUDGET FY 26	PROPOSED FY 27
CHIEF OF POLICE	1.0	1.0	1.0	1.0
ASST CHIEF OF POLICE	1.0	1.0	1.0	1.0
ADMINISTRATIVE SUPPORT III	1.0	1.0	1.0	1.0
ADMINISTRATIVE SUPPORT II	1.0	1.0	1.0	1.1
VOLUNTEER COORDINATOR	1.0	1.0	1.0	1.0
IDENTIFICATION SUPERVISOR	1.0	1.0	1.0	1.0
INVESTIGATION ANALYST	-	2.0	2.0	2.0
POLICE SUPPORT SPECIALIST	14.5	15.0	15.0	15.0
POLICE CAPTAINS	3.0	3.0	3.0	3.0
POLICE LIEUTENANT	6.0	6.0	6.0	6.0
POLICE SERGEANT	20.0	20.0	20.0	20.0
POLICE OFFICER	133.0	141.0	142.0	142.0
COMMUNITY SERVICE OFFICERS	7.0	10.0	10.0	10.0
PROPERTY EVIDENCE TECHNICIAN	3.0	1.0	1.0	-
PROPERTY EVIDENCE TECHNICIAN II	-	5.0	5.0	8.0
CRIME ANALYST	1.0	-	-	-
CRIME ANALYST II	-	1.0	1.0	1.0
IDENTIFICATION TECHNICIAN	6.0	2.0	2.0	-
PUBLIC SAFETY TECHNICIAN	0.3	0.3	0.3	0.3
POLICE RECORDS SUPERVISOR	1.0	1.0	1.0	1.0
INTERNAL SERVICES SPECIALIST	1.0	1.0	1.0	1.0
ANIMAL CONTROL SUPERVISOR	1.0	1.0	1.0	1.0
ANIMAL CONTROL OFFICERS	4.0	4.0	4.0	4.0
SR ANIMAL CONTROL OFFICERS	1.0	1.0	1.0	1.0
ADMINISTRATIVE SUPPORT I	1.0	1.0	1.0	1.0
SUBTOTAL PUBLIC SAFETY	**208.8**	**221.3**	**222.3**	**222.4**
GRANT POSITIONS:				
ADMINISTRATIVE SUPPORT II	1.0	1.0	1.0	0.9
POLICE OFFICER-DOWNTOWN BEAT	3.0	3.0	3.0	3.0
DUI PATROL	-	-	1.0	1.0
TOTAL POLICE/POLICE GRANTS	**212.8**	**225.3**	**227.3**	**227.3**



Budgeted Revenues

BUDGETED EXPENSE TOTAL | $37,865,151

CHANGE FROM PRIOR YEAR | $2,765,184

REVENUES

REVENUE BY CLASSIFICATION

POLICE DEPARTMENT
POLICE DEPARTMENT BY CLASSIFICATION

	ACTUAL FY 24	ACTUAL FY 25	BUDGET FY 26	ESTIMATE FY 26	PROPOSED FY 27
CHARGE FOR SERVICE	$ 899,592	$ 844,208	$ 943,700	$ 866,521	$ 883,743
CONTRIBUTIONS/DONATIONS	62,981	61,860	60,000	60,000	60,000
FINES AND FORFEITURES	275,296	242,211	140,400	156,037	27,150
INTERGOVERNMENTAL	1,692,922	1,688,813	1,422,271	1,372,051	1,955,674
INVESTMENT EARNINGS	44,581	42,260	18,114	46,739	22,359
LICENSE AND PERMITS	51,367	30,224	35,000	33,250	35,000
MISCELLANEOUS	58,043	69,918	77,800	87,360	72,000
OTHER FINANCING	735	-	-	-	-
TRANSFER FROMS	308,169	2,247,000	112,905	67,743	657,500
TOTAL REVENUE	**$ 3,393,686**	**$ 5,226,494**	**$ 2,810,190**	**$ 2,689,701**	**$ 3,713,426**

REVENUES

REVENUE BY FUND

POLICE DEPARTMENT
POLICE DEPARTMENT BY FUND

	ACTUAL FY 24	ACTUAL FY 25	BUDGET FY 26	ESTIMATE FY 26	PROPOSED FY 27
ANIMAL SHELTER	$ 1,198	$ 1,056	$ 790	$ 967	$ 1,106
POLICE PROGRAMS/GRANTS	1,712,988	1,594,045	1,463,219	1,335,243	1,832,954
PUBLIC SAFETY	1,679,500	3,631,393	1,346,181	1,353,491	1,879,366
TOTAL REVENUE	**$ 3,393,686**	**$ 5,226,494**	**$ 2,810,190**	**$ 2,689,701**	**$ 3,713,426**



Budgeted Expenses

BUDGETED EXPENSE TOTAL | $37,865,151

CHANGE FROM PRIOR YEAR | $2,765,184

EXPENDITURES BY CLASSIFICATION

POLICE DEPARTMENT
POLICE DEPARTMENT BY CLASSIFICATION

	ACTUAL FY 24	ACTUAL FY 25	BUDGET FY 26	ESTIMATE FY 26	PROPOSED FY 27
PERSONAL SERVICES	$ 24,474,596	$ 25,721,152	$ 26,805,153	$ 26,372,973	$ 28,340,074
OPERATIONS & MAINTENANCE	5,851,943	6,280,612	6,304,482	6,156,313	7,436,374
CAPITAL OUTLAY	250,323	1,265,689	666,747	641,860	989,687
DEBT SERVICE	305,673	2,246,015	-	-	-
TRANSFERS OUT	991,453	990,571	1,323,585	1,323,585	1,099,016
TOTAL BUDGETED EXPENDITURES	**$ 31,873,988**	**$ 36,504,039**	**$ 35,099,967**	**$ 34,494,731**	**$ 37,865,151**

EXPENDITURES BY FUND

POLICE DEPARTMENT
POLICE DEPARTMENT BY FUND

	ACTUAL FY 24	ACTUAL FY 25	BUDGET FY 26	ESTIMATE FY 26	PROPOSED FY 27
ANIMAL SHELTER	$ -	$ -	$ -	$ -	$ -
CAPITAL REPLACEMENT	155,522	575,983	538,015	513,128	341,781
POLICE PROGRAMS/GRANTS	1,485,036	1,464,421	1,392,943	1,168,348	1,835,801
PUBLIC SAFETY	30,233,430	34,463,635	33,169,009	32,813,255	35,687,569
TOTAL BUDGETED EXPENDITURES	**$ 31,873,988**	**$ 36,504,039**	**$ 35,099,967**	**$ 34,494,731**	**$ 37,865,151**



Budgeted Expenses

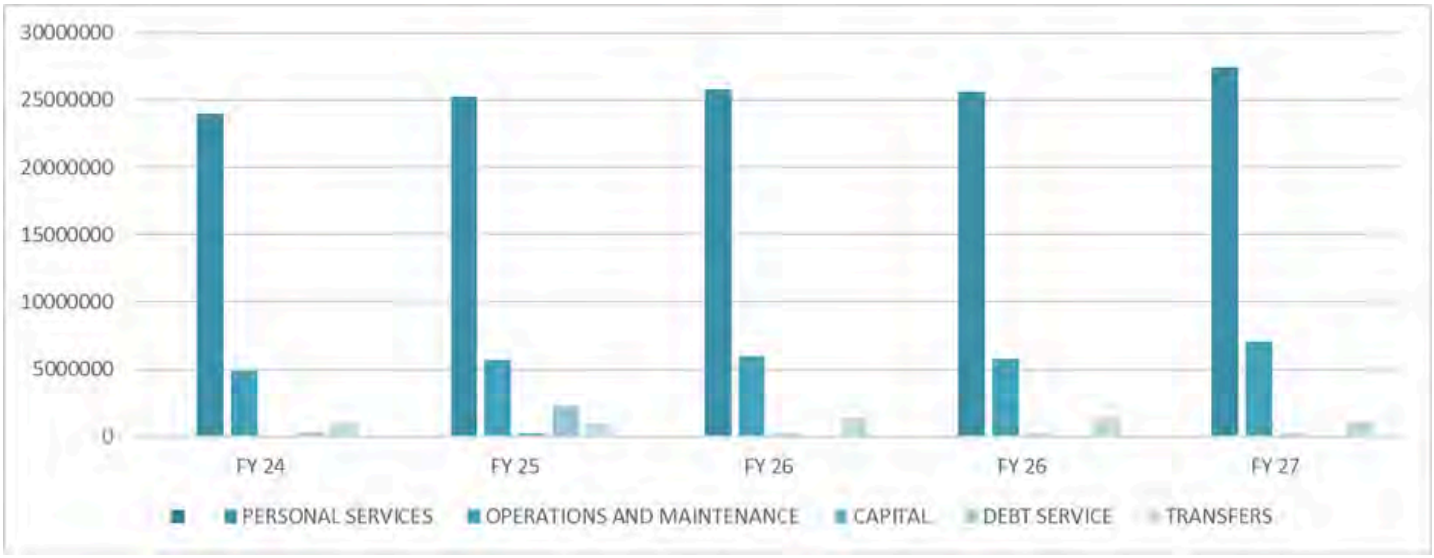
BUDGETED EXPENSE TOTAL | $37,865,151

CHANGE FROM PRIOR YEAR | $2,765,184

PUBLIC SAFETY FUND

OPERATING BUDGET

	ACTUAL FY 24	ACTUAL FY 25	BUDGET FY 26	ESTIMATE FY 26	PROPOSED FY 27
PERSONAL SERVICES	$ 23,983,862	$ 25,274,534	$ 25,806,684	$ 25,603,270	$ 27,435,673
OPERATIONS AND MAINTENANCE	4,853,321	5,712,263	5,910,008	5,757,668	6,999,974
CAPITAL	101,616	240,252	128,732	128,732	152,906
DEBT SERVICE	305,673	2,246,015	-	-	-
TRANSFERS	988,958	990,571	1,323,585	1,323,585	1,099,016
TOTAL EXPENDITURES	**$ 30,233,430**	**$ 34,463,635**	**$ 33,169,009**	**$ 32,813,255**	**$ 35,687,569**



PUBLIC WORKS



Public Works

BUDGETED EXPENSE TOTAL | $194,628,195
CHANGE FROM PRIOR YEAR | $22,572,425



EXCELLENCE
INNOVATION
INTEGRITY



"Exceed expectations through innovation, integrity, and service to the community."

Total Public Works Budgeted Expenses		
Prior Year FY26 Total $172,055,771	Current Year FY27 Total $194,628,195	Change From Prior Year $22,572,425

Total Public Works Budgeted Revenues		
Prior Year FY26 Total $204,853,826	Current Year FY27 Total $225,170,940	Change From Prior Year $20,317,114



Budget Justification

BUDGETED EXPENSE TOTAL | $194,628,195
CHANGE FROM PRIOR YEAR | $22,572,425

The FY27 budget of $194,628,195 supports all the functions and services that the Public Works Department currently provides. These functions and services are managed by seven divisions within the Public Works Department and include:

Administration

- **Accounting & Financial Services** Responsible for the Department's accounting, analysis, budget preparation and control, construction payments, financial management, internal controls compliance, payables, rate and fee determination, and solid waste, utility, and miscellaneous billing for approximately 40,000 customers, and account services.
- **Asset Management** Oversee a set of practices and processes to minimize life cycle costs of assets at an acceptable level of risk, while continuously delivering established levels of service.
- **Communications** Promote positive relations through accurate, transparent information.
- **Customer Service** Provides customer service for water, wastewater, solid waste collections, and landfill customers.
- **Information Management** Develop policies and procedures, maintain records, and manage the sharing of information.
- **Inventory** Purchasing, bulk ordering, and administration of the storeroom to keep parts on hand.
- **Personnel Administration** Oversee hiring of employees, disciplinary actions, and employee engagement initiatives.
- **Planning & Organization** Short and long-term capital, financial, and program initiatives.
- **Public Works Board** Advisory partnership for all aspects of Public Works operations.
- **Safety & Facilities Development** and management of safety programing, including training, field audits, incident investigations, and reports. Maintenance of Public Works facilities.



Budget Justification

BUDGETED EXPENSE TOTAL | $194,628,195
CHANGE FROM PRIOR YEAR | $22,572,425

- **Special Assessments** Administer special assessments for 198 street improvement lighting maintenance districts and 2 street maintenance districts.
- **Special Events** Coordinate all special events for the City.
- **Technology** Oversee asset management software, GIS, and other technology initiatives.

Engineering

- **ADA Compliance** Ensure projects are designed to meet requirements of the Americans with Disabilities Act and manage annual program to install ADA ramps.
- **Capital Program Management & Design** Responsible for all street, streetlight, sidewalk, storm, trails, landfill, water, and wastewater design, construction, inspection, and project management, as well as project management of other City Departments' capital projects and Tax Increment Financing Districts' capital projects.
- **Infrastructure Planning** Manage plans, policies, and standards for Public Works infrastructure.
- **Right of Way Management** Provide planning and coordination of all activities in the ROW through issuance of permits, planning, review, and inspection, ensuring safety and mobility.
- **Locate Services** Support the 811 Call Before You Dig program.
- **PAVER Program** Oversee the pavement maintenance program including overlays, chip seals, dig outs, and crack seals.
- **Private Development Oversight** Subdivision review, private contract plan review, traffic coordination, and inspection of private development.
- **Sidewalk Maintenance Program** Manage the annual missing and large sidewalk project, the on-going concrete program (grinding), and the annual small concrete replacement program.



Budget Justification

BUDGETED EXPENSE TOTAL | $194,628,195
CHANGE FROM PRIOR YEAR | $22,572,425

- **Stormwater Management** Administer stormwater management manual.
- **Traffic Engineering** Manage and prioritize the planning, design, and improvements of traffic control systems.

Environmental Affairs

- **Cross-Connection Control Program** Work with customers to ensure backflow preventers are tested regularly.
- **Monitoring & Reporting** Administer construction BMPs, FOG program, landfill hazardous waste, and Stormwater systems.
- **MS4 Permit** Enforce regulations and ensure compliance with MS4 permit.
- **Regulatory Compliance** Ensure compliance with permits and regulations for landfill, wastewater, stormwater, the Environmental Protection Agency, and the Montana Department of Environmental Quality.
- **Wastewater Pretreatment Program** Manage pretreatment program.
- **Water Quality Laboratories** State certified laboratory responsible for testing and monitoring water quality.

Infrastructure Maintenance

- **Hydrant & Valve Maintenance** Critical infrastructure includes approximately 4,800 fire hydrants and 8,200 valves that require regular maintenance to ensure reliability.
- **Landscaping Maintenance** of trees and grassy areas in the right of way.
- **Pipe Bursting** Replacement of small diameter water and wastewater pipe.
- **Snow & Ice** Deicing, sanding, plowing, and hauling of snow.
- **Storm Drains** Storm drain and inlet cleaning, maintenance, and repair of approximately 300 miles of pipe, a network of open drains, 9 storm drain outfalls in the Yellowstone River, and more than 8,600 inlets.



Budget Justification

BUDGETED EXPENSE TOTAL | $194,628,195
CHANGE FROM PRIOR YEAR | $22,572,425

- **Streetlights** Streetlight maintenance for approximately 4,500 lights.
- **Traffic Controls** Traffic signal and sign maintenance, crosswalk, bike lanes, and other pavement markings.
- **Street Maintenance** Sweeping, pothole repair, road maintenance for the Distribution and Collection Division after water main break repairs and pipe bursting projects, and other pavement management, as well as maintaining gravel roads and alleys.
- **Walkways and Trails** Maintenance of trails and walkways in the right-of-way.
- **Wastewater Mains and Manholes** Condition assessments, regular maintenance of more than 500 miles of wastewater pipe and respond to sewer back-ups.
- **Water Mains** Condition assessments, regular maintenance of approximately 500 miles of water pipe and respond to water main breaks and leaks.
- **Water Meters** Installation, replacement, and repair of residential and business water meters.

Solid Waste

- **Cardboard Collection Service** Monthly residential cardboard pickup.
- **Commercial Collection Service** Monday through Saturday trash collection for commercial operations
- **Household Hazardous Waste** Accepted at landfill.
- **Landfill** Operations Provide environmentally safe disposal service for the City of Billings, Yellowstone County, and several other Montana counties.
- **Recycling** Curbside collection of cardboard for recycling and drop off services for used oil, antifreeze, cardboard, and electronic waste.
- **Residential Collection Services** Trash collection of approximately 47,000 residential black containers per week.



Budget Justification

BUDGETED EXPENSE TOTAL | $194,628,195
CHANGE FROM PRIOR YEAR | $22,572,425

- **Roll Off Services** Provide temporary and permanent roll off (drop box) containers for construction and demolition.
- **Yard Waste Collection** Collection of approximately 25,000 residential green containers per week from April through November.

Water Quality



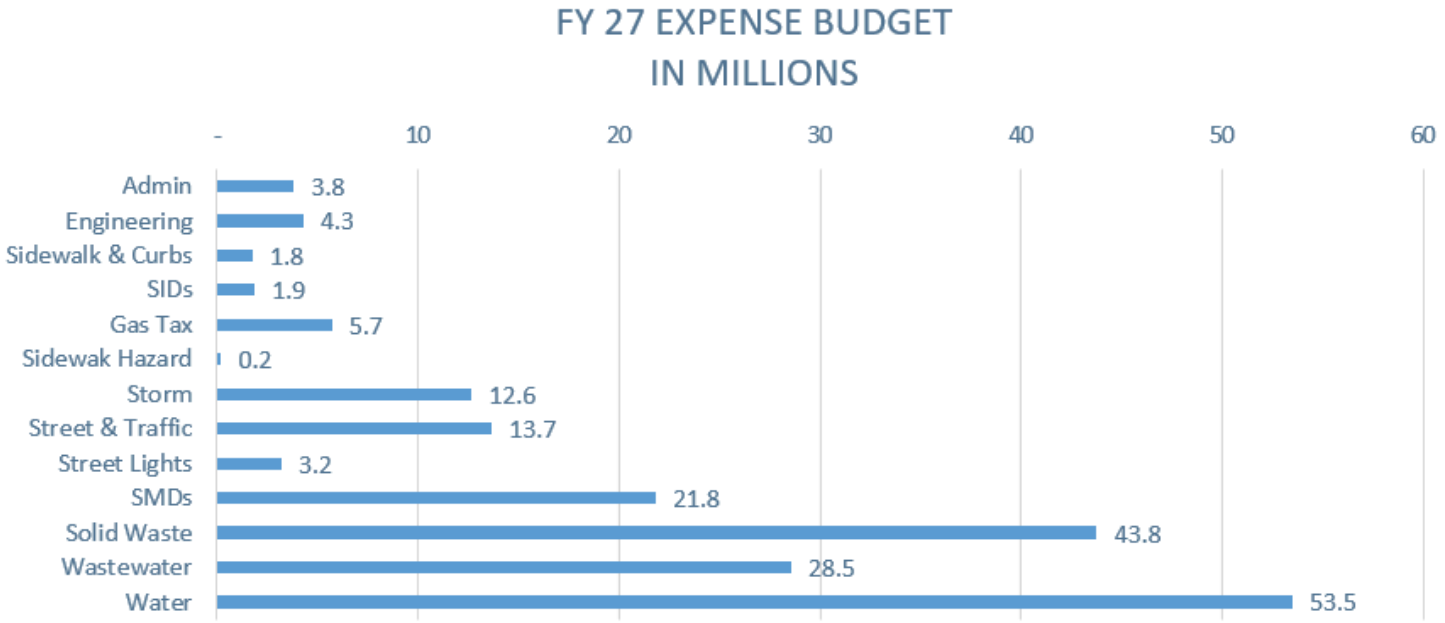
- **Lift Station Maintenance** Operation and maintenance of 11 sewer lift stations.
- **Pump Stations** Operation and maintenance for 13 pumping stations.
- **Reservoirs** Operation and maintenance for 16 reservoirs as well as manage 3 reservoirs for the County Water District of Billings Heights.
- **Wastewater Reclamation Facility** Operation and Maintenance of 36 MGD water reclamation facility and all associated infrastructure to treat wastewater generated by the City and maintain environmental standards for returning reclaimed water to the Yellowstone River.
- **Water Treatment Plant** Operation and maintenance of 60 MGD water treatment plant including intakes and all associated infrastructure to always ensure the safety and adequate reserves of drinking water for the City of Billings. Start up and operate new 18 MGD water treatment plant in FY27 and support construction of west end storage reservoirs.



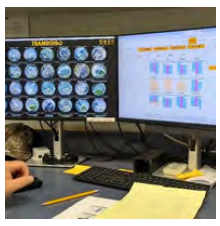
Budget Justification

BUDGETED EXPENSE TOTAL | $194,628,195
CHANGE FROM PRIOR YEAR | $22,572,425

While the services of the Public Works Department are divided into 6 divisions, the budget for Public Works encompasses 13 accounting funds as shown below:












Budget Justification

BUDGETED EXPENSE TOTAL | $194,628,195
CHANGE FROM PRIOR YEAR | $22,572,425

Each fund accounts for its own expenses and revenues and revenues are legally restricted to be used for legal expenses of the fund. The following is the purpose of each Public Works fund:

·**Internal Service Funds [$8,073,832]** account for services performed for other Public Works and City Departments' funds.

- **Public Works Administration [$3,807,322]** provides services to the Public Works divisions.
- **Public Works Engineering [$4,266,510]** provides capital project management services to other Public Works funds, other City Departments and manages public right-of-way.

·**Capital Project Funds [$3,609,250]** account for financial resources to be used for the construction of infrastructure that are financed through assessments to property owners that benefit from the improvements.

- **Sidewalk and Curb District [$1,756,500]** accounts for the construction of sidewalks and curbs.
- **Special Improvement Districts (SIDs) [$1,852,750]** accounts for the construction of public streets, water, wastewater, streetlights, and storm infrastructure.



Budget Justification

BUDGETED EXPENSE TOTAL | $194,628,195
CHANGE FROM PRIOR YEAR | $22,572,425

·**Special Revenue Funds [$57,165,398]** account for the proceeds of specific revenue sources to finance specified legal activities.

- **Gas Tax [$5,694,497]** accounts for revenues received from the State of Montana fuel tax and is expended for the maintenance and construction of local, collector, and arterial streets and appurtenances.
- **Sidewalk Hazard [$185,000]** accounts for minor repairs to sidewalks and is funded via assessing adjacent property owners by billing upon completion of the repair or on property taxes.
- **Storm Sewer [$12,649,982]** accounts for the operation and maintenance of the storm sewer system, as well as the transfer to a storm debt service fund to pay the debt service on two large capital projects from previous years.
- **Street and Traffic [$13,657,160]** accounts for street cleaning, snow and ice management, minor street repairs, alley and gravel road maintenance, signs, traffic signal maintenance, pavement markings, landscaping, maintenance of walkways and trails in the right of way. It also accounts for the labor and maintenance expenses for streetlights and storm and charges the Storm Sewer and Street Light Maintenance District funds for this work.
- **Street Light Maintenance Districts [$3,176,065**] accounts for the operations and maintenance of street lighting systems within all light districts in the City.
- **Street Maintenance Districts (SMD) [$21,802,694]** for SMD assessments from 2 districts. District 1 is the downtown Billings area and receives additional street sweeping and snow plowing/hauling services. District 2 incorporates the entire City.



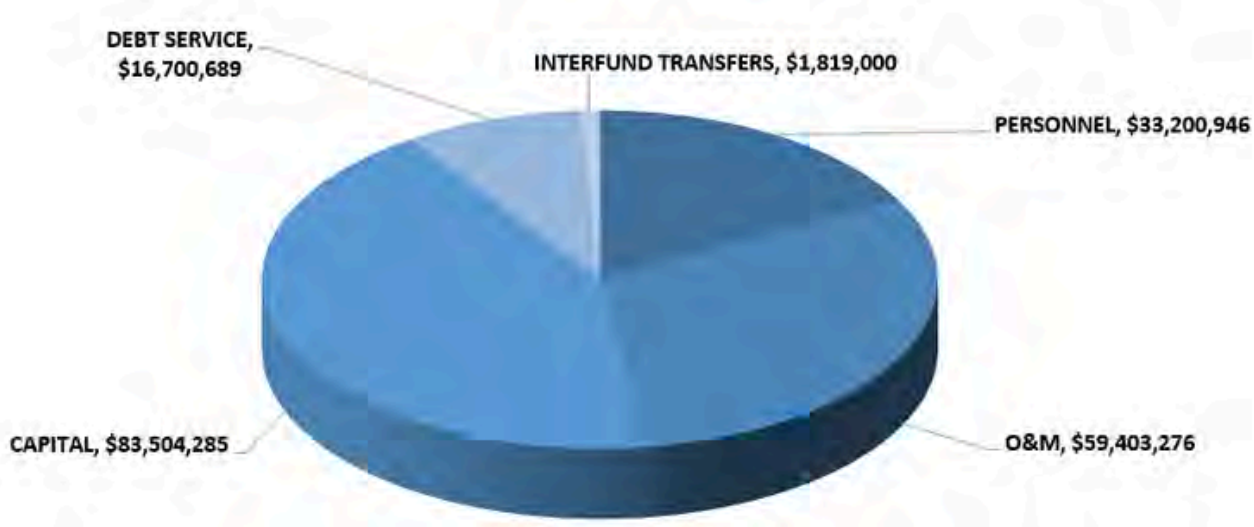
Budget Justification

BUDGETED EXPENSE TOTAL | $194,628,195
CHANGE FROM PRIOR YEAR | $22,572,425

·**Enterprise Funds [$126,988,998]** account for operations that are funded and operated in a manner similar to private business enterprises.

- **Solid Waste [$43,767,242]** accounts for all activities of trash collection and landfill operation.
- **Wastewater [$28,532,452** accounts for all activities of the wastewater system.
- **Water [$53,480,022]** accounts for all activities of the water system.

The expense budget is categorized into personnel, operating and maintenance (O&M), capital, debt service, and interfund transfers. 17.06% of Public Works FY27 budget is for personnel expenses, 30.52% is O&M, 42.90% is capital, 8.58% is debt service, and the remaining .93% is interfund transfers. The interfund transfer amount of $1,819,000 is transferred to debt service funds, bringing the actual amount of debt service expenses for the Department to $18,519,689.

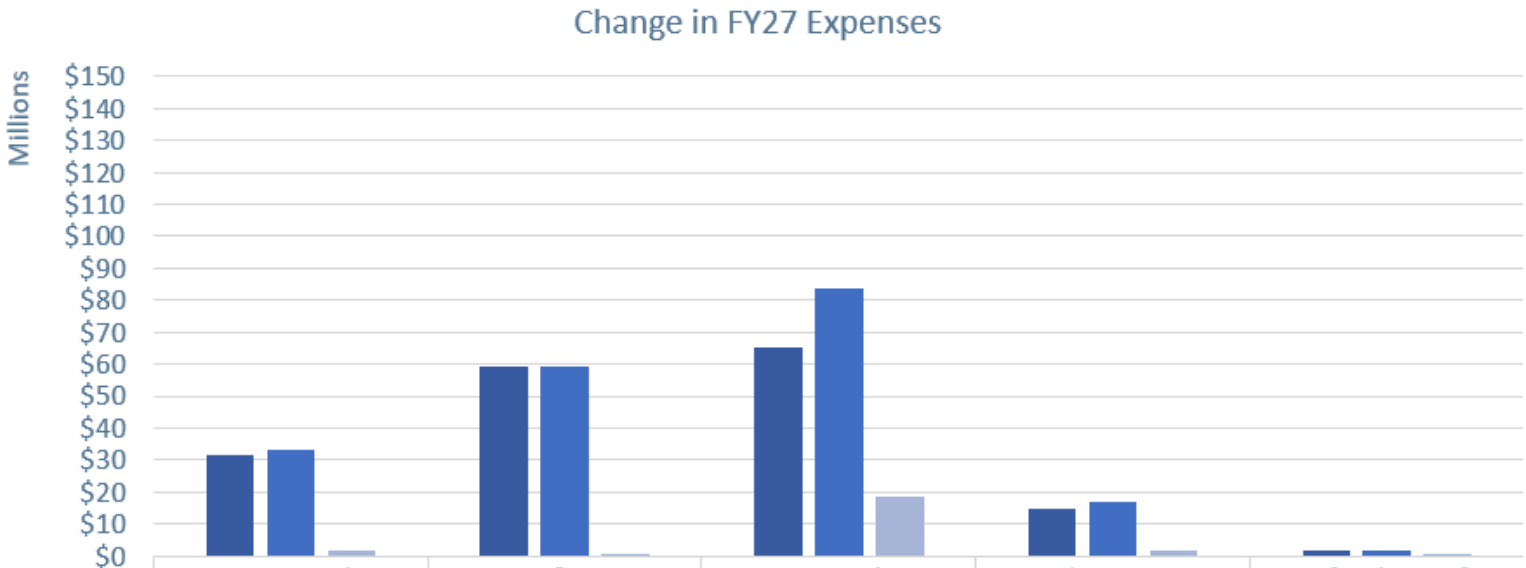




Budget Justification

BUDGETED EXPENSE TOTAL | $194,628,195
CHANGE FROM PRIOR YEAR | $22,572,425

The changes from the FY26 budget to the FY27 budget are shown below and the major changes for each expense category are detailed in the subsections below the following chart:



	Personnel	O&M	Capital	Debt Service	Interfund Transfers
FY26	31,365,043	59,185,999	65,146,596	14,893,133	1,465,000
FY27	33,200,946	59,403,276	83,504,285	16,700,689	1,819,000
Change	1,835,902	217,277	18,357,689	1,807,556	354,000



Personnel Budget

BUDGETED EXPENSE TOTAL | $194,628,195
CHANGE FROM PRIOR YEAR | $22,572,425

The FY27 personnel budget of $33,200,946, representing an increase of $1,835,902 (6%) over the FY26 budget.

Proposed staffing additions include a Billing Analyst in Administration ($80,388); a Utility Locator and Traffic Analyst in Engineering ($175,586); an Equipment Operator for an additional commercial route in Solid Waste Collections ($81,330); a Landfill Operator/Mechanic ($86,600); and two Water Treatment Technicians to support the new west end plant ($177,842).

In addition, during FY26 budget approval, Council authorized a landfill mechanic position funded through vehicle labor savings. Altogether, staffing increases by eight positions, from 296 in FY26 to 304 in FY27.

The remaining increase in the FY27 personnel budget is attributable to cost-of-living adjustments (COLA) and employee step increases.

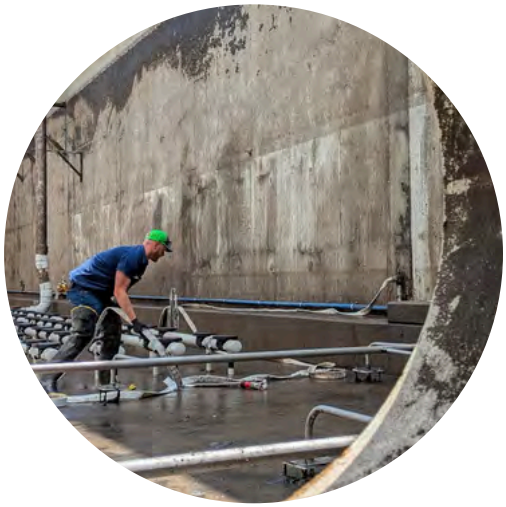






Operations & Maintenance

BUDGETED EXPENSE TOTAL | $194,628,195
CHANGE FROM PRIOR YEAR | $22,572,425





The FY27 operation and maintenance budget of $59,403,276 is an increase of $217,277 from the FY26 budget. The primary FY27 operating and maintenance budget increases include the following:

- $80,000 in the Administration fund for a transportation impact fee study.
- $200,000 in the SMD fund for rockfall mitigation on Zimmerman Trail.
- $661,818 for property insurance increases across all funds.
- $200,000 in the Water fund for a contribution to BBWA for the annual fee to access the BBWA Canal for water for the west end plant.
- $836,200 for electricity increases, $700,000 of which is to power the new west end plant.
- $300,000 in the Water fund for chemicals at the new west end treatment plant.

These increases were offset by decreases in internal Public Works cost allocations.



Capital Budget

BUDGETED EXPENSE TOTAL | $194,628,195
CHANGE FROM PRIOR YEAR | $22,572,425

Capital expenses of $83,504,285 are included in the FY27 budget for Public Works. These expenses include:

- **Equipment & Technology Replacements [$9,768,035]** All vehicles, large equipment, and technology hardware are replaced according to their replacement plan useful life per the City of Billings' Equipment Replacement Plan and Technology Replacement Plan. Equipment and technology replacements are funded in the budgets for the Public Works Administration, Engineering, Street-Traffic, Solid Waste, Wastewater, and Water funds.
- **New Equipment [$865,000]** New equipment requested includes a frontload garbage truck for a new commercial route, an inbound scale at the Landfill, and a leaf sweeper, walk behind ground packer and line lazer for the Infrastructure Maintenance Division
- **Solid Waste [$13,941,000]** Expenses are budgeted in the Solid Waste fund.
    - **Landfill Cell 6 Expansion and Leachate Pond [$13,941,000]** Funds the construction of a new cell at the Landfill.
- **Stormwater [$7,659,000]** Expenses are budgeted in the Storm Sewer Fund.
    - **Annual Boulder Pit Upgrades & Replacements [$444,000]** Funds necessary improvements, upgrades, and replacements to the existing boulder pits.
    - **Annual Detention Pond Upgrades [$297,000]** Funds the necessary improvements and upgrades to the existing detention and retention ponds.
    - **Annual Local Area Capital Improvements [$180,000]** Annual project to improve intersections and other local areas with storm drainage problems.



Capital Budget

BUDGETED EXPENSE TOTAL | $194,628,195
CHANGE FROM PRIOR YEAR | $22,572,425

- **Annual Storm Sewer Rehabilitation Program [$600,000]** Funds additional work beyond regular maintenance, and activities to identify and reduce systems obstructions.
- **Annual Water Quality Improvements [$300,000]** Add stormwater water quality improvements to various locations throughout Billings.
- **Annual Yellowstone River Flood Protection [$113,000]** annual project to improve the stormwater outfalls to the Yellowstone River.
- **Broadwater Avenue & Shiloh Storm Drain Improvements [$3,500,000]** Installs storm drainage infrastructure within the Broadwater Avenue drainage basin west of Shiloh Road.
- **Olympic Subdivision Regional Pump/ Detention Facility [$500,000]** Replaces existing boulder pit network with updated conventional pump and pipe system.
- **Monad Road Storm [$425,000]** Installs storm drainage infrastructure with the Monad Road project from Daniels to Moore Lane. Design is in FY 26 and construction will be in FY27.
- **Rimrock Road Storm [$1,000,000]** Installs storm drainage infrastructure with the Rimrock Road (Clearview to 54th) transportation project.
- **Wicks Lane Outfall Rehabilitation [$200,000]** Formalizes the storm drain outfall channel located east of Wicks Land and River View Drive intersection.
- **Wicks Lane Storm [$100,000]** Installs storm drainage infrastructure from Hawthorne Lane to Bitterroot Lane with the Wicks Lane Transportation project.



Capital Budget

BUDGETED EXPENSE TOTAL | $194,628,195
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- **Transportation [$20,163,250]** Expenses are budgeted in the Sidewalk and Curb District & Special Improvement Districts [$3,513,250], Gas Tax [$5,378,000], and Street Maintenance District [$11,272,000] funds.
  - **Annual ADA & Sidewalk Projects [$1,412,000]** Includes the annual Americans with Disabilities Act ramp construction and the annual replacement and infill sidewalk programs.
  - **Annual Street Reconstruction Projects [$3,336,550]** Includes annual gravel street reconstruction and annual non-maintainable street reconstruction. Staff is actively pursuing gravel street SIDs to help reduce maintenance costs.
  - **Monad Road – Daniels Street to Moore Lane [$4,165,000]** This project will reconstruct Monad Road from Daniels Street to Moore Lane to improve it to a collector, complete street standard.
  - **PAVER Program [$4,700,000]** Annual program to address crack sealing, overlay, chip seals, and dig outs on City streets.
  - **Rimrock Road Improvements – Clearview Drive to 54th Street [$3,403,000]** This project will reconstruct Rimrock Road from Clearview Drive to 54th Street West to full arterial, complete streets standards. Design is was in FY26 and construction will be in FY27.
  - **Safe Routes to School (SRTS) [$700,000]** Updates to street, traffic control devices, and routes in residential and commercial areas to improve safety and encourage walking and biking to elementary schools.
  - **Special Improvement District Projects (SID) [$1,200,000]** Annual amount for any SIDs that neighborhoods bring forward.



Capital Budget

BUDGETED EXPENSE TOTAL | $194,628,195
CHANGE FROM PRIOR YEAR | $22,572,425

- **Traffic Control Projects [$962,000]** Annual programs for enhanced pedestrian crossings and travel corridor construction, as well as continuation of traffic calming projects and planned intersection improvements.
- **Wicks Lane – Hawthorne Lane to Bitterroot Lane [$284,700]** Design reconstruction of Wicks Lane, including sidewalks, and storm water facilities.

- **Utility [$31,070,000]** Expenses are budgeted in Wastewater [$9,550,000] and Water [$21,520,000]
  - **48th Street Water Transmission Lines Phases I-III [$5,500,000]** Constructs a water transmission main from King Avenue to Grand Avenue completing a main trunk in water service zone 3.
  - **FOG Improvements [$1,000,000]** This project proposes the design and construction of a dedicated FOG (Fats, Oils, and Grease) Receiving Station at the landfill.
  - **Monad Road Sewer [$530,000]** Reconstructs the existing 12- and 18-inch sewer main in Monad Road between Shiloh Road and 32nd St West.
  - **Monad Road Water [$720,000]** Funds the construction of water main facilities with the Monad Road transportation project.
  - **Wastewater H2S Mitigation [$520,000]** Construction of buildings and upgrades needed to mitigate H2S in the wastewater system.
  - **Water and Wastewater Compensation Agreements [$600,000]** Annual program for compensation agreements with private developers for oversizing water and sewer mains.



Capital Budget

BUDGETED EXPENSE TOTAL | $194,628,195
CHANGE FROM PRIOR YEAR | $22,572,425







- **Water and Wastewater Electrical Upgrades [$800,000]** Ongoing program to fund upgrades of electrical utility components at both the Water Treatment Plant and Wastewater Reclamation Facility campuses.
- **Water and Wastewater Line Extensions [$400,000]** Funds developer driven extensions as developments occur in previously unserved areas. Costs are expected to be paid back over time as development occurs.There is a reduction in the usual plan allowance due to 0% rate increases in FY26 which decreased funds being assigned for FY27.
- **Water and Wastewater Main Replacements [$13,800,000]** Annual program for the replacement of water and sanitary sewer mains throughout the City. The annual program amount was increased by 10% per year beginning in FY22 to slowly begin increasing the funding to the level that is needed.
- **Zone 1 Water Storage Improvements [$7,200,000]** Construct an additional water tank in Pressure Zone #1 which serves the downtown area.



Debt Service & Interfund Transfers

BUDGETED EXPENSE TOTAL | $194,628,195
CHANGE FROM PRIOR YEAR | $22,572,425

The FY27 debt service budget of $16,700,689 is an increase of $1,807,556 over the FY26 budget. The increase is due to the second bond sale for the west end water plant and reservoir project. This is the annual amount required to pay for debt service on Public Works outstanding bond issues.

- $2,076,780 of solid waste debt for the Landfill Transfer Station that was completed in FY21. This debt will be paid off in 2039.
- $5,331,000 of wastewater debt for the Headworks construction, Briarwood sewer extension, 2009 wastewater main replacements, UV disinfection project, the 5 Mile Lift Station, and the recently completed wastewater nutrient improvement project. The first debt issue was paid off in 2026 and the last and largest of the debt will be paid off in 2036.
- $9,292,909 of water debt for the 2009 water main replacements, Zone 4 reservoir construction, 2010 water main replacements, Fox reservoir construction, Zone 3 reservoir expansion, Briarwood reservoir expansion, and west end water treatment plant and reservoir. The first debt issue was paid off in 2026 and the last and largest of the debt will be paid off in 2046.

The FY27 interfund transfer budget of $1,819,000 is an increase of $354,000 from the FY26 budget. The increase is due to the anticipated increase of storm debt service.

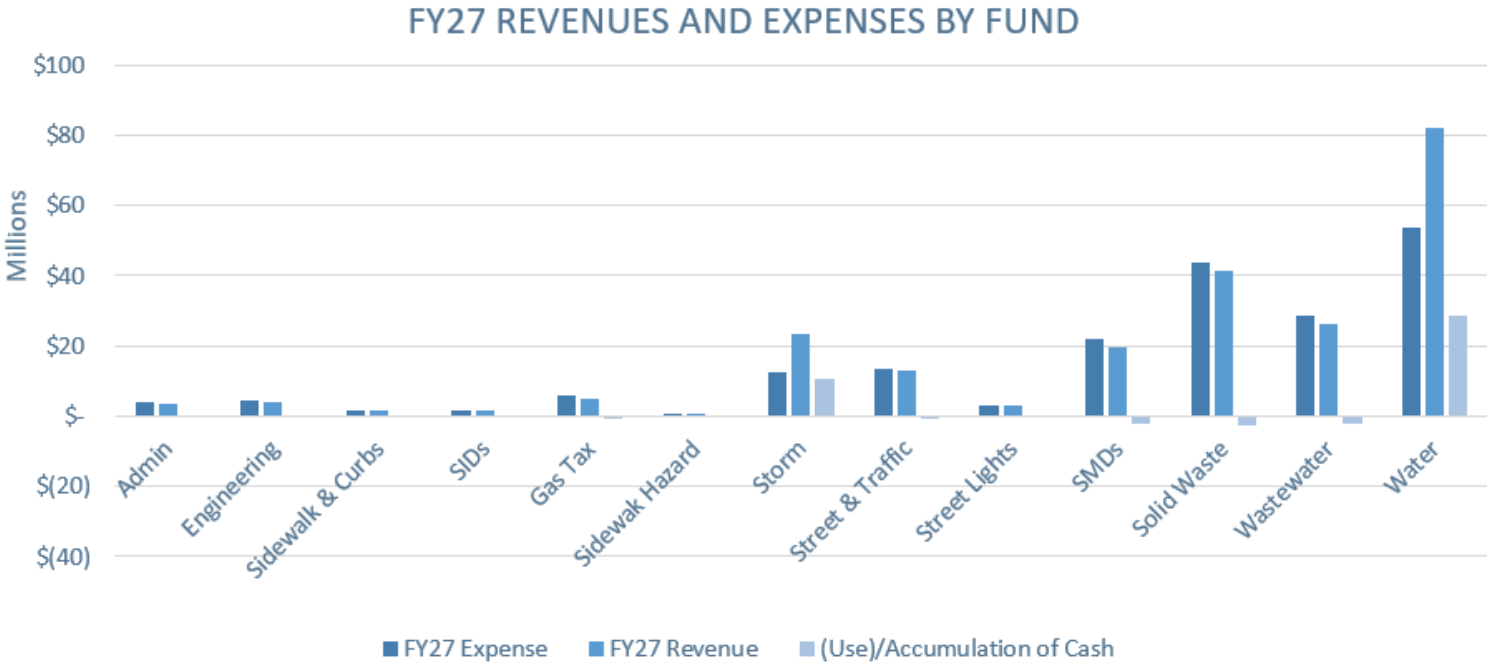


Revenues Budget

BUDGETED EXPENSE TOTAL | $194,628,195
CHANGE FROM PRIOR YEAR | $22,572,425

The FY27 Public Works revenue budget totals $225,170,940, an increase of $20,317,114 over the FY26 budget. Budgeted FY27 revenues exceed expenditures by $30,542,745. This variance is primarily driven by the inclusion of $40,000,000 from a second bond issuance for the West End project and $12,500,000 for storm projects, which are reflected as debt proceeds in FY27, while the associated expenses were largely budgeted in FY26.

The Public Works Administration, Gas Tax, Light Districts, Solid Waste, and Wastewater funds show revenue shortfalls; however, these are intentionally offset by the planned use of existing cash reserves to support FY27 expenditures.





Revenues Budget

BUDGETED EXPENSE TOTAL | $194,628,195
CHANGE FROM PRIOR YEAR | $22,572,425

Public Works revenues are distributed across seven categories. The largest category in FY27 is charges for services, totaling $122,232,819, or 54.3% of total revenues. This category is primarily comprised of solid waste, stormwater, wastewater, and water charges; this also includes internal Public Works service charges and other miscellaneous fees.

The remaining revenue categories include debt proceeds, special assessments, interest earnings, intergovernmental revenues, licenses and permits, and miscellaneous revenues. Debt proceeds account for 31.1% of the FY27 budget and include $40,000,000 from a second bond issuance for the West End project, $12,500,000 for stormwater projects, $14,000,000 for construction of a new landfill cell, and $3,609,250 from the sale of Sidewalk and Curb District and Special Improvement District (SID) bonds.

Special assessments are budgeted at $22,167,947, representing 9.8% of total revenues, and include charges for encroachments, streetlight maintenance districts, and street maintenance districts. Interest earnings are projected at $5,719,400, or 2.5% of revenues.

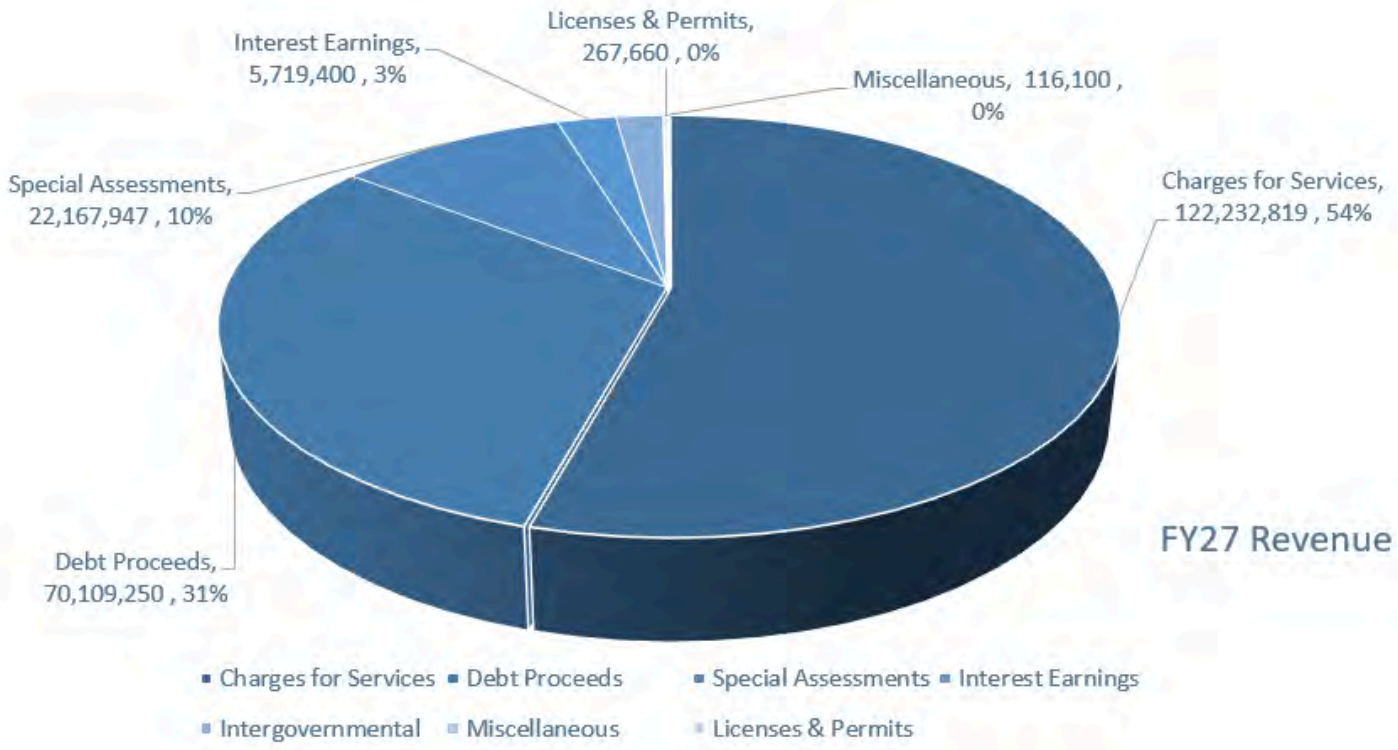
Intergovernmental revenues total $4,557,764, including $4,300,000 in state fuel tax revenue and $257,764 from Street-Traffic's allocation of HB 124 state entitlement funding. Under prior allocation formulas, Street-Traffic would have received approximately $865,000; however, due to General Fund constraints, the allocation has been reduced to support only essential programs not eligible for other funding sources. These programs include maintenance at the Shiloh Conservation Area, operation of streetlights outside designated light districts, and work performed for other divisions and departments.



Revenues Budget

BUDGETED EXPENSE TOTAL | $194,628,195
CHANGE FROM PRIOR YEAR | $22,572,425

Licenses and permits—including engineering, sidewalk hazard, stormwater, water, and wastewater—are budgeted at $267,660 in FY27, with miscellaneous revenues totaling $116,100.



Public Works has planned several rate adjustments for FY27 to maintain service levels and address infrastructure needs.



Revenues Budget

BUDGETED EXPENSE TOTAL | $194,628,195
CHANGE FROM PRIOR YEAR | $22,572,425

Historically, Street Maintenance District (SMD) assessments have been adjusted based on indices such as the Construction Cost Index (CCI), Consumer Price Index for All Urban Consumers (CPI-U), Materials Cost Index (MCI), and necessary reserve levels. Due to no rate increase in FY26, a larger adjustment is required in FY27. In 2026, the CCI increased by 2.7%, CPI-U by 2.8%, and MCI by 5.8%. To maintain current service levels, no increase is proposed for SMD 1, while SMD 2 assessments will increase by 6.1%. For a typical residential property of 9,691 square feet, the annual fee will be $229.44, an increase of $13.19.

Light district assessments for FY27 will be finalized in August 2026, following reconciliation of FY26 expenses. Each district will be assessed based on projected electricity, maintenance, administrative costs, and required reserve adjustments.

Public Works has identified significant stormwater infrastructure needs through recent studies, including $73.8 million in deferred maintenance, $83.9 million in capital improvements, $2.9 million in flood protection projects, and additional water quality capital needs. In FY25, City Council approved a seven-year funding plan to address these needs. The FY27 rate adjustment represents the third year of this phased plan and supports proactive system maintenance.

Stormwater fees are based on the Equivalent Residential Unit (ERU), calculated using an average impervious area of 3,751.22 square feet for a single-family residence. Single-family properties are assessed at 1.0 ERU, duplex units at 0.75 ERUs per unit, and undeveloped properties at 0.75 ERUs. All other properties are assessed based on measured impervious area divided by 3,751.22. The proposed FY27 rate increases the monthly fee from $8.81 to $9.96 per ERU, a 13.6% increase.



Revenues Budget

BUDGETED EXPENSE TOTAL | $194,628,195
CHANGE FROM PRIOR YEAR | $22,572,425

A comprehensive solid waste rate study was completed to establish FY27 rates for collection, landfill, and roll-off services. Due to no residential rate increase in FY26, higher-than-normal adjustments are required in FY27. Proposed rates are as follows:

Solid Waste Service	FY26 Rate	Proposed FY27 Rate	$ Increase over FY26	% Increase over FY26
Residential 96-gal Collection Monthly Fee	$14.50	$15.75	$1.25	8.60%
Residential 64-gal Collection Monthly Fee	$10.35	$11.25	$0.90	8.60%
Commercial 8yd, 2x per wk Monthly Fee	$180.10	$192.71	$12.61	7.00%
Roll Off Service	$225.00	$247.50	$22.50	10.00%
Landfill MSW per Ton – Billings	$31.85	$35.15	$3.30	10.40%
Landfill MSW per Ton – MT outside of Billings	$47.80	$52.77	$4.97	10.40%



Revenues Budget

BUDGETED EXPENSE TOTAL | $194,628,195
CHANGE FROM PRIOR YEAR | $22,572,425

Customer Type	% Increase
Water - Fixed Monthly Fee	2.30%
Water – Residential Volumetric Rates	4.10%
Water – Non-Residential Volumetric Rate	0%
Water – Multi-Family Volumetric Rate	0.00%
Water – Seasonal (irrigation meter) Volumetric Rate	10.60%
Water – Bulk Resellers	0.00%
Resale Water (County Water District of Billings Heights)	28.40%
Private Fire Line	7.00%
Wastewater – Fixed Monthly Fee	1.90%
Wastewater – Volumetric Rate All User Classes	3.50%
Water Residential System Development Fees	0.00%
Water Non-Residential System Development Fees	0.00%
Water Irrigation System Development Fees	0.00%
Wastewater System Development Fees	0.00%

In FY25, Public Works completed a comprehensive cost-of-service study for water and wastewater systems. The study established rates for all customer classes, including resale and wholesale customers, and calculated System Development Fees (SDFs) in accordance with industry standards and legal requirements to ensure proportional cost recovery.

City Council adopted a two-year rate plan in FY25 for all customer classes except wholesale. At Council's direction, no residential rate increases were implemented in FY26, which required deferring $1.6 million in water main extensions and $1.3 million in wastewater pipe extensions from the Capital Improvement Plan. The following rate adjustments are adopted for FY27:



Revenues Budget

BUDGETED EXPENSE TOTAL | $194,628,195
CHANGE FROM PRIOR YEAR | $22,572,425



The average residential water bill will increase by $1.00 per month in FY27, from $47.71 to $48.71. The average residential wastewater bill will increase by $0.95 per month, from $30.85 to $31.80.

A rate study for wholesale water and wastewater customers is ongoing and will inform future adjustments. These rate changes reflect the City's commitment to maintaining critical infrastructure, addressing deferred needs, and ensuring long-term financial sustainability.



Planning for the Future

BUDGETED EXPENSE TOTAL | $194,628,195
CHANGE FROM PRIOR YEAR | $22,572,425

Public Works vision is “Exceed expectations through innovation, integrity and service to the community.” Staff try to embody this vision in everything Public Works does to support the City Council’s strategic plan and the needs of the community.

To align with the City Council’s strategic plan, Public Works continues to implement action plans that enhance service delivery.The department is actively advancing established strategic goals through enhanced external and internal communications, employee engagement initiatives, customer service programs, asset management strategies, efficiency initiatives, expansion of GIS, and integration of technology solutions. Public Works fosters a culture of collaboration by involving employees at all levels in six strategic planning groups. This inclusive approach encourages innovative thinking, facilitates the development of effective strategies, and promotes ownership and commitment amount staff. The Public Works leadership team remains dedicated to identifying opportunities for operation improvements. We are committed to developing policies and programs that reinforce our vision and mission, ensuring the continued delivery of high-quality services to the community.





Planning for the Future

BUDGETED EXPENSE TOTAL | $194,628,195
CHANGE FROM PRIOR YEAR | $22,572,425



Asset Management

Infrastructure-intensive organizations like Public Works recognize asset management as a critical framework for maximizing return on investment, improving decision-making for both new and aging infrastructure, enhancing organizational performance, and increasing community satisfaction.

Public Works has completed the foundational planning, data development, and implementation phases of its asset management program (FY20–FY26) and is now transitioning into a continuous improvement phase. In this phase, the focus shifts from building systems and inventories to actively using asset data to drive decision-making, optimize maintenance strategies, manage risk, and prioritize capital investments.

A key outcome of this effort is the establishment of consistent practices, processes, and performance measures across all service areas. This consistency enables more transparent, data-driven decision-making and provides elected officials with clearer insight into infrastructure condition, risk exposure, and service performance.

With more than $7.9 billion in assets, Public Works will continue to refine its asset management practices to support long-term sustainability, improve service levels, and ensure resources are directed to the highest-priority needs.



Planning for the Future

BUDGETED EXPENSE TOTAL | $194,628,195
CHANGE FROM PRIOR YEAR | $22,572,425



Cardboard Collection

The City launched its first curbside recycling effort with the introduction of cardboard collection in July 2023. Due to low participation and high program costs, Public Works will conduct a cost-benefit analysis to evaluate whether the program should continue.

Geographic Information Systems (GIS)

A connected and accurate GIS system is foundational to a data-driven Public Works organization. Since FY20, the City has made significant investments to modernize and integrate its GIS platform, enabling improved service delivery, operational efficiency, and decision-making.

With the core implementation now largely complete, Public Works is transitioning into a maintenance and continuous improvement phase. The focus has shifted from system buildout to actively leveraging GIS tools and data to support daily operations, infrastructure planning, and performance management.
Key accomplishments include establishment of GIS governance, modernization of data schema and databases, implementation of ArcGIS Portal, enhanced ArcGIS Online applications and dashboards, integration with Cityworks, deployment of automatic vehicle location tracking for snow plowing and sanding, and integration of OneCall systems. These advancements have created a more connected and reliable data environment across Public Works operations.



Planning for the Future

BUDGETED EXPENSE TOTAL | $194,628,195
CHANGE FROM PRIOR YEAR | $22,572,425

Geographic Information Systems (GIS) continued...

A connected and accurate GIS system is foundational to a data-driven Public Works organization. Since FY20, the City has made significant investments to modernize and integrate its GIS platform, enabling improved service delivery, operational efficiency, and decision-making.



Gravel Streets Program

Public Works initiated the gravel streets program in 2017 to meet MS4 permit requirements and reduce long-term maintenance costs. Currently, approximately 10.9 miles of gravel streets remain.

Under current policy, adjacent property owners are responsible for funding their share of improvements to a residential half-street standard, including concrete curb and gutter, a 5-foot sidewalk (or equivalent multi-use trail cost), and storm drainage. This requirement has made it difficult to gain neighborhood support, as a 50% protest is sufficient to stop formation of a Special Improvement District (SID).

Public Works will explore alternative approaches, in conjunction with a broader review of SID policy, to identify more effective and equitable ways to complete remaining gravel street improvements to City standards.



Planning for the Future

BUDGETED EXPENSE TOTAL | $194,628,195
CHANGE FROM PRIOR YEAR | $22,572,425

Heights Water District (HWD)

Public Works is working with the Heights Water District Board to evaluate potential consolidation, including development of key data and financial analysis. This effort was initiated by HWD in response to projected significant increases in water rates absent consolidation. An initial study was completed in December 2025.

Public Works is now developing financial projections and evaluating consolidation scenarios designed to avoid rate increases for existing customers. Options under consideration include a one-time buy-in or maintaining separate rates for HWD customers. A joint public hearing between the City and HWD is anticipated in April 2026, with a vote of HWD customers to follow. If approved, Public Works and HWD will move forward with consolidation efforts during FY27.



Lead Services

The City has completed replacement of all known lead service lines between the water main and the private property line. When the program began, more than 3,500 lead lines were identified and replaced.
Fewer than 200 lead service lines remain on private property, between the property line and individual structures. Residents can identify their service line material by visiting the City's website at https://www.billingsmtpublicworks.gov/CivicAlerts.aspx?AID=61 and entering their address.



Planning for the Future

BUDGETED EXPENSE TOTAL | $194,628,195
CHANGE FROM PRIOR YEAR | $22,572,425

Lead Services continued...

The EPA is in the process of finalizing new regulations related to lead service lines on private property. Based on current guidance, these regulations are expected to require replacement of remaining lead lines within a 10-year period. Public Works will develop a program in FY27 to address these requirements once final regulations are issued. The City's role may range from requiring property owners to complete replacements to participating more directly in replacement efforts on private property. While all known public-side lead lines have been replaced, additional lines may occasionally be identified during construction projects and are replaced at that time.

MDT Agreements and Policies

The City has collaborated with the Montana Department of Transportation (MDT) for several years to standardize and streamline infrastructure and maintenance agreements and manuals, improving the efficiency and consistency of road maintenance and construction operations.Public Works is also evaluating the feasibility of assuming responsibility for certain maintenance activities on state routes to improve service for Billings residents. However, if MDT is unable to fully reimburse the City for these additional responsibilities, increases to Street Maintenance District (SMD) assessments may be required.





Planning for the Future

BUDGETED EXPENSE TOTAL | $194,628,195
CHANGE FROM PRIOR YEAR | $22,572,425

Paved Alleys

Billings maintains an extensive network of paved alleys, but there is currently no dedicated program or funding for their reconstruction. Public Works will conduct a comprehensive alley inventory in FY27 and develop a long-term strategy for maintenance and improvement.

If the community supports establishing an alley reconstruction program, additional funding would be required, likely through increased Street Maintenance District (SMD) assessments.





Stormwater Program

The stormwater system has experienced years of underinvestment in maintenance, capital improvements, and long-term planning, resulting in significant deferred maintenance and capital needs.

FY27 represents the third year of the stormwater program's ramp-up phase, requiring increased staffing and resources to support expanded maintenance and capital project delivery. The proposed FY27 budget includes both capital and operations funding to address these needs and improve overall system performance. These investments are intended to reduce flood risk, improve water quality, and position the system for long-term sustainability, benefiting both the community and the environment.



Planning for the Future

BUDGETED EXPENSE TOTAL | $194,628,195
CHANGE FROM PRIOR YEAR | $22,572,425

Transportation Impact Fee

Public Works has included $80,000 in the FY27 budget to conduct a transportation impact fee study. This study will evaluate funding mechanisms that better align growth with the cost of expanding and maintaining the City's transportation system, ensuring that new development pays its proportionate share.

Currently, the City utilizes an Intersection Improvement Fee as part of the Subdivision Improvement Agreement process. While this fee supports specific intersection upgrades, it can be difficult for developers to estimate in advance, is limited in scope, and may take several years to accumulate sufficient funding to construct needed improvements.

A transportation impact fee would provide a more predictable, equitable, and efficient funding mechanism. If implemented, it would replace the existing Intersection Improvement Fee and could be structured by service areas—such as growth corridors—to better align fee collection with project delivery and accelerate infrastructure improvements. The FY27 study will evaluate infrastructure needs, growth projections, legal requirements, and rate structures, and will provide recommendations for City Council consideration.







Planning for the Future

BUDGETED EXPENSE TOTAL | $194,628,195
CHANGE FROM PRIOR YEAR | $22,572,425

West End Water Treatment Plant & Reservoir

FY24 marked the groundbreaking of the West End Water Treatment Plant and Reservoir project. At $160 million, this is the largest project of its kind in Montana and is scheduled for completion in FY28.

The project will significantly enhance system reliability by increasing water storage capacity from hours to weeks and providing critical redundancy within the water system. Of the total cost, $110 million will be funded through bond proceeds, with the remaining $50 million funded through user rates.

Rate increases have been implemented to support this investment. The treatment plant is expected to be operational in FY27, with the reservoirs coming online in FY28.Funding for associated public amenities (including a beach, boat ramps, picnic areas, and restrooms) cannot be supported with water revenues and has not yet been identified.





STATISTICAL INFORMATION

City of Billings - Statistical Information:

This section presents basic statistical information about the City of Billings over the past five years. It provides comparative information on various services the City performs for the community. It should be noted that the information is reported on an annual basis either by calendar year (CY) or by fiscal year (FY).

Activity	Report Period	2021	2022	2023	2024	2025
Demographic:						
Area in Square Miles	FY	44.5	44.7	45.2	45.5	45.7
Population**	CY	117,116	117,445	118,288	120,864	121,483
Per Capita Personal Income**	CY	56,649	56,698	60,984	63,939	68,898
Median Age**	CY	36.9	37.3	37.6	37.7	37.8
School Enrollment	FY	16,945	16,800	17,000	22,400	16,257
Infrastructure:						
Miles of Streets	CY	559.1	560.5	564.7	574.3	575.7
Miles of Alleys	CY	126.4	127.2	127.8	128.2	128.6
Miles of Highway/Interstate	CY	20	20	20	20	20
Street Light Maint. Dist.	FY	197	197	198	197	197
No. of Street Lights	FY	8,881	8,847	8,858	8,851	8,851
Miles of Storm Sewer	CY	279	283	288	290	292
No. of Fire Hydrants (per PUD)	FY	4,717	4,801	4,871	4,894	4,924
New Special Improvement Districts	CY	6	5	5	7	0
Fire Protection:						
No. of Stations	CY	7	7	7	8	8
No. of Firefighters/Officers/Dispatchers	FY	156.5	160.6	172.0	149.0	181.0
No. of Dispatched Calls	CY	18,365	17,803	19,625	17,795	17,425
No. of Fire Inspections	CY	729	857	1,026	453	297
Police Protection:						
No. of Stations	CY	1	1	1	1	1
No. of Police Officers	FY	154	157	160	167	163
No. of Dispatched Calls	CY	94,532	83,668	90,079	89,769	84,264
No. of Arrests	CY	11,538	11,035	9,939	14,505	13,110
No. of Traffic Violations	CY	17,871	20,519	17,367	20,106	15,796
No. of Traffic Accidents	CY	1,772	2,465	2,395	2,391	2,525
Animal Control:						
No. of Animals Processed	CY	3,431	5,521	4,790	7,723	6,508
No. of Licenses Issued	CY	4,305	4,427	4,722	4,630	3,124
No. of Citations Issued	CY	1,048	1,248	1,172	1,148	664
No. of Complaints Received	CY	5,398	5,286	6,125	6,078	5,880

** Figures are estimates

City of Billings - Statistical Information: Continued

Activity	Report Period	2021	2022	2023	2024	2025
Municipal Water:						
No. of Consumers	FY	32,948	33,197	32,683	33,159	33,358
Average Daily Consumption	FY	23.1	22.2	23.3	22.0	22.7
Maximum Daily Capacity (millions of gallons)	FY	60	60	50	65	60
Miles of Water Mains	FY	487	499	497	499	499
Municipal Wastewater:						
No. of Customers	FY	35,937	36,385	36,718	36,992	37,214
Average Daily Treatment	FY	18.9	20.6	18.7	19.1	20.2
Maximum Daily Capacity (millions of gallons)	FY	30	65	32	32	30
Miles of Sanitary Sewers	FY	513.0	518.6	524.4	528.0	531.0
Solid Waste:						
No. of Residential Customers	FY	33,182	33,637	33,871	34,160	34,365
No. of Commercial Customers	FY	2,641	2,667	2,691	2,740	3,522
Total Customers	FY	35,823	36,304	36,562	36,900	37,887
No. of Landfill Trips	FY	127,053	112,203	163,561	161,531	150,373
Building						
Residential Permits	CY	853	1,033	260	384	377
Remodel/Addition Permits	CY	284	491	458	640	222
Commercial Permits	CY	534	361	78	101	52
Remodel/Addition Permits	CY	206	206	325	298	242
Total Number Permits	CY	1,877	2,091	1,121	1,398	893
New Residential Valuation	CY	$ 148.5	$ 149.3	$ 89.4	$ 175.3	$ 152.7
Remodel/Addition Valuation	CY	7.5	16.3	34.9	49.5	11.5
New Commercial Valuation	CY	190.2	318.8	110.2	163.9	166.2
Remodel/Addition Valuation	CY	34.9	55.4	82.5	77.7	74.1
Total Permit Valuation		$ 381.1	$ 468.1	$ 316.9	$ 466.4	$ 404.5
Airport Activity:						
No. of Enplanements	CY	384,070	395,619	417,714	490,147	514,497
Tons of Freight Handled	CY	49,533	46,256	38,436	36,729	1,072
Tons of Mail Handled	CY	669	594	231	164	-
No. of Crash/Fire Responses	CY	154	147	191	160	194
Transit Activity:						
No. of Miles Traveled	FY	809,714	844,633	881,010	1,077,161	1,126,573
Ridership	FY	307,793	337,500	367,584	429,393	576,933
Wheel Chair Ridership	FY	13,844	12,996	12,858	11,808	11,422
Fleet Services:						
Preventive Maintenance Orders	FY	2,866	2,783	1,788	1,891	2,431
Other Repair Orders	FY	6,148	5,403	5,978	3,760	3,898
Total Repair Orders	FY	9,014	8,186	7,766	5,651	6,329
Maintenance Hours Charged	FY	6,554	6,379	18,193	18,580	20,003
Fuel Consumption (Gallons)	FY	800,617	808,243	861,293	946,464	1,011,378

City of Billings - Statistical Information

Activity	Report Period	2021	2022	2023	2024	2025
Municipal Cemetery:						
No. of Spaces Occupied	FY	25,437	25,535	25,606	25,673	25,791
No. of Spaces Un-Occupied	FY	6,118	6,020	5,949	5,882	5,764
Total Spaces	FY	31,555	31,555	31,555	31,555	31,555
No. of Full Burials	FY	49	58	34	27	42
No. of Cremation Burials	FY	72	78	83	73	76
Total Burials	FY	121	136	117	100	118
Municipal Parking Garages:						
No. of Parking Garages	FY	4	4	4	4	4
No. of Available Spaces	FY	1,868	1,868	1,868	1,868	1,868
No. of Leased Spaces	FY	1,551	1,551	1,551	1,551	1,551
No. of Shopper Spaces	FY	260	261	261	261	261
No. of Other Spaces	FY	57	57	57	57	57
On-Street Parking:						
No. of Parking Meters	FY	795	794	849	849	624
Off-Street Parking Lots						
No. of Parking Lots	FY	3	3	3	3	2
No. of Lot Meters (includes multi-space meter)	FY	43	43	43	43	42
No. of Leased Lot Spaces	FY	29	29	29	29	-
City Parks:						
Developed Acres	FY	1,232	1,255	1,257	1,268	1,268
Undeveloped Acres	FY	268	248	248	246	246
Natural Park Acres	FY	1,213	1,213	1,213	1,203	1,203
Total Park Acres	FY	2,713	2,716	2,718	2,717	2,717
City/County Library:						
No. of Volumes	FY	281,048	277,904	501,968	483,829	491,528
No. of Annual Circulations	FY	490,345	620,126	679,558	697,009	718,285
City Recreation:						
No. of Recreation Programs	FY	408	475	487	491	496
No. of Participants	FY	56,783	65,400	68,741	69,280	70,460
Legal /Judicial:						
Warrants Reviewed	FY	9,654	8,360	7,141	7,640	5,624
Appeals to Higher Court	FY	15	14	10	9	12
Financial Activity:						
Investment Rate of Return	FY	0.47%	0.29%	4.93%	3.63%	4.42%
No. of New Businesses	FY	891	819	906	916	932
No. of Renewal Businesses	FY	5,183	5,149	5,107	5,007	5,335
Total Businesses	FY	6,074	5,968	6,013	5,923	6,267

CITY OF BILLINGS, MONTANA
Top 20 Private Employers in Yellowstone County
(Unaudited)

	2024
Employer	**Number of Employees** [1]
Billings Clinic	1,000 or More
Intermountain Health	1,000 or More
Wal-Mart	1,000 or More
Albertsons Food & Drug	500-999
Cenex Harvest States	500-999
First Interstate Bank	500-999
SCL Medical Group	500-999
St John's United	500-999
United Parcel Service	500-999
Wells Fargo	500-999
Costco	250-499
FedEx	250-499
JP2 LLC	250-499
PAR Petroleum	250-499
Phillips 66 Company	250-499
Scheels	250-499
Sysco Food Service	250-499
Texas Roadhouse	250-499
Town Pump	250-499
Yellowstone Boys & Girls Ranch	250-499

Sources and other information:

Montana Department of Labor and Industry

Note: This list does not include governmental or railroad employers. Number of employees for each firm is not available.

CITY OF BILLINGS, MONTANA
Principal Property Taxpayers
June 30, 2025 and Ten Years Ago
(Unaudited)

	Tax Year 2024			Tax Year 2015		
Taxpayer	Taxable Value	Rank	Percentage of Total Taxable Value	Taxable Value	Rank	Percentage of Total Taxable Value
Northwestern Energy-T & D	$ 17,423,151	1	51.7%	$ -		0.0%
Montana Dakota Utilities	5,145,716	2	15.3%	2,847,155	2	395.3%
Charter Communications	2,987,684	3	8.9%	3,443,997	1	478.2%
Phillips 66 Carrier LLC	1,693,325	4	5.0%			
AT&T Mobility & Communications	1,234,204	5	3.7%	1,414,445	4	196.4%
Yellowstone Pipeline LLC	1,191,914	6	3.5%			
Verizon Wireless	1,079,990	7	3.2%	1,012,625	5	140.6%
Par Rocky Mountain Midstream LLC	1,074,907	8	3.2%	-		0.0%
BNSF Railway Co	1,043,694	9	3.1%	-		0.0%
Lumen Technologies	808,351	10	2.4%	-		0.0%
Wal-Mart/Sam's Real Estate	-		0.0%	862,448	7	119.7%
Billings 401 LLC	-		0.0%	615,851	9	85.5%
Scheels All Sports Inc	-		0.0%	578,999	10	80.4%
Rimrock Owner LP	-		0.0%	913,986	6	126.9%
Century Link LLC	-		0.0%	2,437,834	3	338.5%
Sisters of Charity of Leavenworth	-		0.0%	720,243	8	100.0%
Total	$ 33,682,936		100.0%	$ 14,847,583		2061.5%
Total taxable value	$ 286,298,171			$ 192,045,981		

Source: City of Billings, Montana

GLOSSARY

GLOSSARY

Accrual Basis of Accounting

Accrual Basis of Accounting is the method of accounting under which revenues are recorded when earned and expenses that are recorded when goods and services are received (regardless of the timing of related cash flows).

Actual

Actual, as used in the fund summaries and department and division summaries within the budget document, represents the FY 18 and FY 19 results of operations.

AFT

AFT refers to Air Flotation Thickener.

Airport Improvement Program (AIP)

Airport Improvement Program (AIP) is a Federally funded grant program in which annual entitlements combined with local share dollars, are used to fund Federally approved airfield improvements and/or equipment purchases. Examples of AIP improvements and purchases include taxiway/runway overlays, airfield lighting projects, navigational equipment installations, airfield firefighting equipment, etc.

Appropriation

An Appropriation is expenditure authority with specific limitations as to the amount, purpose, and time established by formal action of a governing body such as the City Council for a specific use.

Arcview

Arcview is the software used with (GIS) Geographic Information Systems.

Assessed Market Valuation

The Assessed Market Valuation is the value set upon real estate or other property by a government as a basis for levying taxes.

AVL

Automatic Vehicle Locators enable 911 Center dispatchers to view on a map where each equipped fire truck is at the present moment.

Balanced Budget

A Balanced Budget is one in which expenditures equal revenues for the fiscal year.

Billings Operations Center (BOC)

The Billings Operations Center (BOC) is the facility that houses Central Motor Pool, Solid Waste Division, Street and Traffic Division, Parks Maintenance Operation, and the Police roll call and training facility.

BMP

BMP refers to Best Management Practices.

Bonds

Bonds are debt instruments that require repayment of a specified principal amount on a certain date (maturity date) together with interest at a stated rate or according to a formula for determining the interest rate.

Budget

A Budget is a financial plan for the control of government operations. A budget primarily focuses on available reserve, revenue, and expenditure estimates as the means of control.

Budget Document

The Budget Document is the official written statement/document which presents the approved budget to the legislative body.

Budget Message

The Budget Message is the opening section of the budget document which provides the City Council and the public with a general summary of the most important aspects of the current budget, changes from previous year and recommendations regarding the financial policy for the coming period.

BUFSA

Billings Urban Fire Service Area (BUFSA) was established when the rural fire service discontinued its business. These districts were formed to provide fire and emergency service to areas outside the city limits of Billings. These operations have been closed to the Public Safety Fund.

CAFR

The Comprehensive Annual Financial Report (CAFR) is the official annual financial report of the City encompassing all funds of the City. It includes an introductory section, management's discussion and analysis (MD&A), basic financial statements, required supplementary information other than MD&A, combining and individual fund statements, schedules, and a statistical section.

Capital Assets

Capital Assets are assets of significant value and having a useful life of several years. Capital assets are also called fixed assets.

Capital Improvement Plan (CIP)

The Capital Improvement Plan (CIP) represents all capital projects that are in excess of $25,000 and that are planned for the next five fiscal (budget) years.

Capital Project Funds

Capital Project Funds account for the acquisition and construction of major capital facilities such as Fire Station #7 and the Ballfield/Stadium. Revenues may be from grants, taxes, bond issues, donations, transfers from other funds, and/or assessments.

Capital Replacement Fund

The Capital Replacement Fund is a fund used strictly for the replacement of vehicles and major items of equipment. Reserves are accumulated in this fund through transfers from benefiting funds.

Cash Reserves

Cash Reserves is the unobligated cash in each of the funds.

CDBG

The Community Development Block Grant (CDBG) Program is a federally funded program designed to develop viable urban communities by providing decent housing and a suitable living environment and by expanding economic opportunities primarily for persons of low and moderate incomes. Eligible projects must either benefit low or moderate-income individuals or result in the prevention or elimination of slums or blighted conditions. Programs typically funded include Housing Rehabilitation, Economic Development, Public Service Activities, and Neighborhood Improvement Projects carried out in the City's lower income neighborhoods.

Contingency

A Contingency is an appropriation of funds to cover unforeseen expenditures that may occur during the budget year.

CTEP

Community Transportation Enhancement Program (CTEP) is a federally funded program being used for Bike Trails.

DBID (Downtown Business Improvement District)

The Downtown Business Improvement District (DBID) is dedicated to improving the cleanliness, appearance, and perception of safety in Downtown Billings to further enhance and make Billings a vibrant destination for visitors, residents, owners, employees, and students. The BID is publicly-sanctioned, assessment financed, and property owner managed.

Debt Service Fund

The Debt Service Fund accounts for revenues and transfers for related principal and interest expenditures.

DEQ

The Department of Environmental Quality (DEQ) is the State agency charged with regulation of Montana Environmental Laws such as Air Quality and Water Quality.

Distinguished Budget Presentation Awards Program

The Distinguished Budget Presentation Awards Program is a voluntary awards program administered by the Government Finance Officers Association to encourage governments to prepare effective budget documents.

Downtown Billings Association

The Downtown Billings Association (DBA) is a non-profit organization working with downtown promotions.

Downtown Billings Partnership

The Downtown Billings Partnership, Inc. (DBP) is comprised of the Billings Cultural Partners, the DBA, and downtown property owners. The DBP's purpose is to recommend to the City Council how to spend Tax Increment dollars to best move forward with the revitalization of the downtown area and the central business district.

DPARB

The Development Process Advisory Review Board (DPARB) is an advisory board that meets once a month to discuss issues related to development and the permit processes within and immediately around the City of Billings. They may hear appeals and make recommendations to the City Administrator.

EMS

EMS refers to Emergency Medical Services.

Encumbrance

An Encumbrance is a commitment of funds against an appropriation until such time as goods or services (related to an unperformed contract) are received by the City.

Enterprise Funds

Enterprise Funds account for businesslike activities supported primarily by user charges. Examples are the City Water and Wastewater Utilities, Parking garages, and Airport and Transit systems.

EPA

EPA refers to the Environmental Protection Agency.

Expenditures

The term, Expenditures, refers to the outflow of funds paid for an asset obtained or goods and services rendered.

FAR Part 107

Federal Aviation Regulation Part 107 (FAR Part 107) – Airport Security. This is the Federal Regulation that requires airports across America to establish and implement a security plan for their facilities. Part 107 was originally established to prevent hijackings and has been expanded to help airports protect against a number of national and international threats. Some of the specific requirements are the establishment of an airport police force, access control procedures and employee training.

FAR Part 139

Federal Aviation Regulation– Part 139 (Far Part 139) – Certification and Operations: Land Airports Serving Certain Air Carriers. This is the regulation that established all of the operational and safety standards that must be met to be a certified airport. An airport must maintain its certification to receive commercial airline service. Part 139 establishes the requirements and specifications for such things as runway widths, placement of lights, object free zones near and around runways, snow removal operations, aircraft rescue firefighting, driving on the airfield, painting of striping on pavement surfaces, etc.

FAR Part 150

Federal Aviation Regulation – Part 150 (Far Part 150) – Airport Noise Compatibility Programs. This is the Federal Regulation that required airports to put in place a plan to mitigate airport generated noise.

Fiscal Year (FY)

Fiscal Year (FY) is a twelve-month period of time to which the annual budget applies and at the end of which a governmental unit determines its financial position and the results of its operations. The City of Billings' fiscal year runs from July 1 through June 30.

Franchise Fees

Franchise Fees are paid by utility companies as rent for using public rights-of way.

FTA

The Federal Transit Administration (FTA) is the federal agency that administers the Federal funds used for local transit services and equipment.

FTE

Full-time equivalent (FTE) of one position is 2080 hours per year for all employees, except for suppression fire personnel whose annual compensation is based on 2272 hours per year.

Fund

A Fund is a fiscal and accounting entity with a self-balancing set of accounts.

Fund Balance

Fund Balance is the difference between revenues and expenditures. The beginning fund balance represents the residual funds brought forward from the previous year (ending balance).

GAAP

Uniform minimum standards for financial accounting and recording, encompassing the rules and procedures that define accepted accounting principles. The financial statements of the City of Billings have been prepared in conformity with General Accepted Accounting Principles (GAAP) as applied to governmental units. The Governmental Accounting Standards Board (GASB) is the accepted standard-setting body for establishing governmental accounting and financial principles.

GASB 34

GASB 34 changes the presentation of governments' external financial statements. The objective of GASB 34 is to enhance the clarity and usefulness of government financial statements to the citizenry, oversight bodies, investors and creditors. Key aspects are: analysis of the government's financial performance for the year and its financial position at year-end. The City is required to report financial operations, net assets and prepare statements at the government-wide level. Governments will now be required to use a "net program cost" format for the government-wide statements instead of a traditional operating statement. The City will also be required to record certain infrastructure assets.

General Fund

The General Fund accounts for all resources not devoted to specific activities and include many City services such as Legal, Administration, Municipal Court, Finance and Parks and Recreation. Major revenue sources are real property taxes, Municipal Court fines, business licenses, charges for services, and miscellaneous.

General Obligation Bonds (G.O. Bonds)

General Obligation Bonds (G.O. Bonds) are bonds which are secured by the full faith and credit of the issuer.

GEO File

GEO File associates a location to an address and phone number. (Part of New World database.)

GIS

Global Information System (GIS) – the City of Billings is actively working on the development of a city wide GIS. The GIS will contain data layers that will consist of city infrastructure data, tax data, and various other pertinent city data. This information will be used for inventory purposes, compliance of GASB 34, and many other uses.

GPS

Global Positioning System (GPS) uses satellites to reference a map point. The point can be a sign, streetlight, water/sewer line, or various other city assets. The point contains data about the asset which is then included in the city GIS.

Grant

A Grant is a contribution by the State or Federal government or other organization for a specific purpose, activity, or facility.

HAWK

High-intensity Activated crossWalK is a crosswalk signal to stop traffic flow for pedestrians where there is not a traffic light.

Hi-C

Higher Classification arises when a fire employee is qualified to work above their current job description and / or pay grade.

IDDE

IDDE refers to Illicit Discharge Detection and Elimination.

Interfund Transfers

Interfund Transfers are amounts transferred from one fund to another within the City.

Internal Service Funds

Internal Service Funds account for the financing of services provided by one department to other departments of the City.

Intrafund Transfers

Intrafund Transfers are amounts transferred within the fund.

Levy

Levy – (Verb) To impose taxes, special assessments, or service charges for the support of governmental activities. (Noun) The total amount of taxes, special assessments, and/or service charges imposed by a government.

MDT

Mobile Data Terminals are the computers in the fire trucks that allow the 911 Center to send information to the Fire personnel while they are responding to a call.

Mill

A Mill is the traditional unit of expressing property tax rates. One Mill equals one-thousandth (1/1000) of a dollar, or $1 tax per $1,000 of taxable valuation.

MLCT

MLCT is the Montana League of Cities and Towns.

MMIA

The Montana Municipal Insurance Authority (MMIA) is a self-insured pool made up of the participating cities and towns within the State of Montana. The MMIA makes available two coverages to each of the municipalities: the Workers Compensation Program and the General Liability Program. The City of Billings is a member of both programs.

Modified Accrual Basis of Accounting

Modified Accrual Basis of Accounting is an accounting method by which revenues are recognized in the accounting period in which they become measurable and available. Expenditures are recognized in the accounting period in which the fund liability is incurred. However, debt service expenditures, as well as expenditures related to compensated absences, claims, and judgments, are recorded only when payment is due.

MPDES

MPDES stands for Montana Pollution Discharge Elimination Process.

Non-departmental

General Fund expenditures that are not specifically allocable to an individual general fund department are termed Non-departmental. The largest such expenditures include transfers to the Public Safety Fund and property/liability insurance payments.

Ordinance

Ordinance – A formal legislative enactment by the governing body of a municipality. If it is not in conflict with any higher form of law, such as a state statute or constitutional provision, it has the full force and effect of law within the boundaries of the municipality to which it applies.

Park Maintenance Districts (PMD)

Park Maintenance Districts (PMD) are districts established in certain areas for the upkeep and maintenance of parks.

Permanent Fund

The Permanent Fund is used to account for resources that are legally restricted to the extent that only earnings, and not principal, may be used for purposes that support the City's programs – that is, for the benefit of the government or its citizenry.

Personal Services

Personal Services are those costs related to employee compensation, including salaries, wages, and benefit costs.

Refunding

Refunding is the redemption of a bond with proceeds received from issuing lower-cost debt obligations ranking equal to, or superior to, the debt to be redeemed.

Reserve for Debt Service

A Reserve for Debt Service is an account used to segregate a portion of fund balance for Debt Service Funds.

Resolution

Resolution is a formal expression of opinion or intent voted by an official body such as the City Council.

Revenue

Revenue is the total income produced by a given source, such as business taxes, permits, fines and forfeitures, etc.

Revenue Book

The Revenue Book is the City prepared document that reports estimated tax, special assessment, and entitlement revenues each fiscal year. Each revenue estimate includes actual revenue history for 5 to 10 years, estimated revenue for the current budget year, and percentage changes.

Risk Management

Risk Management is an organized attempt to protect a government's assets against accidental loss in the most economical method.

SDF

System Development Fees (SDF) are one-time fees assessed against new water or wastewater customers as a way to recover a part of the cost of additional system capacity constructed for their use. The amount of the fees is based upon the size of the customer's water meter.

SID

Special Improvement Districts (SID) are districts established for specific improvements such as water, sanitary sewer, storm drain, and/or streets. These improvements are paid for by special assessments.

Special Assessment

A Special Assessment is a levy made against certain properties to defray part or all of the cost of a specific improvement or service primarily benefiting those properties.

Special Revenue Funds

Special Revenue Funds are funds earmarked for special activities as required by law or administrative regulation. Examples are City-County Library, Street/Gas tax, Tax Increment District, and the Community Development Grants.

Tax Increment Bond

Tax Increment Bond is a specially limited obligation bond payable from anticipated incremental increases in tax revenues, resulting from the redevelopment of an area. Tax revenue from construction and improvements in the Tax Increment District provides funding for new construction and improvements.

Tax Increment District(s)

Tax Increment Districts are areas within the City that the governing body has established by resolution as "blighted"; which allows for special property tax treatment. Blight is defined as an area declining in taxable value and that requires rehabilitation and redevelopment in the interest of the public health, safety, morals, or welfare of the citizens. Boundaries of the District are defined and tax revenue (based upon taxable value) is determined. This taxable value amount becomes the BASE value. Tax collections from the BASE continue to be distributed to the taxing entities. The taxable value in excess of the BASE (*tax* increment) is used to pay for incentives established to create tax value growth. After a period of time, the District sunsets and all tax collections are distributed to the taxing entities.

Taxable Valuation

The Taxable Valuation is the portion of the assessed value of a property that is taxable.

TBID

The Tourism Business Improvement District's (TBID) purpose is to market the Billings region as a preferred travel destination. Visitors to lodging facilities are assessed a nightly fee to fund the District.

Transfers

Transfers are authorized exchanges of cash or other resources between funds.

Transmittal Letter

Transmittal Letter is a general discussion of the proposed budget as presented in writing by the Mayor to the Council. The message contains an explanation of the principal budget items and recommendations regarding the financial policy for the upcoming year.

VISTA

VISTA, or AmeriCorps VISTA, refers to Volunteers In Service To America.

Working Capital

Working Capital is net current assets. The balance can be identified as available for commitment on the short term (usually one year). Formula:

1. Add cash:
2. Add other current assets (known as receivables which can be expected to be available for expenditure in the short term): and,
3. Deduct current liabilities (payables which are expected to be paid in the short term).


CITY OF
Billings

City Council Regular Business Meeting
Meeting Date: 06/08/2026
TITLE: EBURD TIF Frontage and Site Improvement Program - 50% Matching up to $50,000 for Projects of $100,000 or Less
PRESENTED BY: Wyeth Friday
Department: Planning & Community Services
Presentation: Yes
Legal Review: No
Project Number: NA

RECOMMENDATION
The EBURD Advisory Committee recommends approval of the EBURD Frontage & Site Improvement Program, establishing a structured TIF reimbursement program for small-scale projects, with funding based on a 1:1 match (50%) up to $50,000 per project and a maximum project cost of $100,000, subject to standard program conditions and Development Agreements.

EXECUTIVE SUMMARY
The proposed EBURD Frontage & Site Improvement Program is intended to complement existing TIF tools by providing a structured and accessible funding mechanism for smaller, targeted improvement projects (See attached application draft). These projects may include frontage upgrades, fencing and screening improvements, and other site-related enhancements that improve safety, appearance, and overall functionality of properties within the district. Establishing this program will allow qualifying applications to be reviewed and, where appropriate, forwarded to City Council in a more streamlined manner, including consideration for placement on the consent agenda. This approach is intended to reduce administrative burden, improve efficiency in the approval process, and encourage broader participation from property owners throughout the district.

The reasoning for support of this program by the EBURD Advisory Committee includes the program's consistency with the EBURD Urban Renewal Plan, and its contributions to district-wide goals of improving site conditions, enhancing safety, and reducing visual blight. Upgrading fencing and screening also supports ongoing efforts to improve safety and elevate property standards along key corridors and industrial edges of the district.

BACKGROUND (Consistency with Adopted Plans and Policies, if applicable)
The proposed EBURD Frontage & Site Improvement Program is intended to complement existing TIF tools by providing a structured and accessible funding mechanism for smaller, targeted improvement projects. These projects may include frontage upgrades, fencing and screening improvements, and other site-related enhancements that improve safety, appearance, and overall functionality of properties within the district. Attached to this memo is a draft of the EBURD Frontage & Site Improvement Program application form that would be used for these smaller grants.

Establishing this program will allow qualifying applications to be reviewed and forwarded to City Council in a more streamlined manner, including consideration for placement on the consent agenda. This approach is intended to reduce administrative burden, improve efficiency in the approval process, and encourage broader participation from property owners throughout the district.

The program supports the goals of the EBURD Urban Renewal Plan by promoting incremental reinvestment, reducing blight, and enhancing the visual and functional quality of properties. By providing a mechanism for smaller-scale improvements, the program is expected to increase the number of projects completed within the district and serve as a complement to larger redevelopment efforts.

The reasoning for support of this program by the EBURD Advisory Committee includes the program's consistency with the EBURD Urban Renewal Plan, and its contributions to district-wide goals of improving site conditions, enhancing safety, and reducing visual blight. Upgrading fencing and screening also supports ongoing efforts to improve safety and elevate property standards along key corridors and industrial edges of the district.

FISCAL EFFECTS

Funding for this program will be drawn from existing EBURD TIF funds and administered within the limits of the approved annual budget. While the program will allocate funds toward smaller, targeted projects, it is designed to complement, not replace larger TIF investments by encouraging broader participation and leveraging private reinvestment across the district. All awards are subject to fund availability, ensuring fiscal control and predictability. Since the program could award a variety of amounts up to $50,000 per project, some projects may be covered in the FY27 EBURD budget as proposed, or through budget amendments in FY27. Careful monitoring of the EBURD Budget will be needed to ensure there is adequate budget to cover the individual projects before applications move forward.

STAKEHOLDERS

ALTERNATIVES

City Council may:

- Approve the recommendation from the EBURD Advisory Committee to establish the EBURD Frontage & Site Improvement Program and authorize the use of TIF funds in accordance with the program guidelines; or
- Modify the recommendation from the EBURD Advisory Committee, including adjustments to program structure, funding levels, eligibility requirements, or administrative processes, prior to taking action; or
- Disapprove the recommendation from the EBURD TIF Advisory Committee to establish the program. If the Council chooses not to approve the program, specific direction is requested to guide the EBURD Advisory Committee, BIRDworks staff, and City staff in refining or reconsidering the program for future consideration.

Attachments

EBURD Advisory Committee Transmittal Letter
Small Project Grant Application
EBURD Advisory Committee Minutes
City TIF Policy
EBURD Urban Renewal Plan

BIRDworks

City of Billings Planning and Community Services
Attn: Wyeth Friday
PO Box 1178
Billings, MT 59103-1178
Request for TIF Fund Assistance – Frontage & Site Improvement Program

May 4, 2026

Dear City Of Billings Planning Dept,

I am writing on behalf of the East Billings Urban Renewal District (EBURD) TIF Advisory Committee to provide information regarding the proposed EBURD Frontage & Site Improvement Program and to formally convey the Committee's support for its establishment.

The EBURD TIF Advisory Committee has reviewed and discussed the proposed program and recommends its adoption as a tool to support smaller-scale, targeted improvement projects within the district. The program is intended to complement existing TIF mechanisms by providing a more accessible pathway for property owners and tenants to undertake incremental reinvestment projects that may not otherwise meet the scale or scope of a traditional TIF application.

The program will support improvements to building frontages and site conditions, including façade upgrades, exterior lighting, fencing, and screening. These improvements are intended to enhance the visual appearance of properties, improve safety and site organization, and reduce blight along key corridors within the EBURD. Eligible projects will be limited in scope, with a maximum total project cost of $100,000 and a structured reimbursement of up to 50% of eligible costs, not to exceed $50,000 per project.

The Advisory Committee recognizes that certain site improvements, particularly fencing and screening, can represent a significant cost burden due to material requirements, durability standards, and compliance with EBURD design expectations. In past cases, these types of improvements have required a higher level of participation, at times approaching 60% of total project costs, in order to achieve meaningful site upgrades. This program provides a more consistent and predictable framework to support these improvements while maintaining appropriate cost-sharing expectations.

We respectfully request placement of this item for review by the Billings City Council at an upcoming session.

Thank you for your assistance.
Heather Doty
heather doty
BIRDworks community liaison

BIRDworks

City Of Billings

East Billings Urban Renewal District

EBURD

Frontage & Site Improvement Incentive Grant

Information & Application

Applications must be submitted to BIRDworks staff & approved by the Billings City Council prior to the start of construction. **Projects may not start until City Council approval has been received.**

Frontage grant awards will be based on a match of up to 1:1 (50% of eligible project costs), with funding not to exceed $50,000 per project. Total project cost not to exceed $100,000.

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Frontage & Site Improvement Incentive Grant

Purpose:

The purpose of this program is to provide financial and practical assistance to encourage the rehabilitation, enhancement, and improvement of building frontages and site conditions, including fencing and screening, within the East Billings Urban Renewal District (EBURD) as a catalyst to: (i) eliminate blighted or non-compliant site conditions; (ii) improve safety, security, and site organization; (iii) enhance the appearance and activation of properties from the public street; (iv) attract new businesses, customers, and investment to the district; and (v) positively impact the overall marketability, perception, and long-term revitalization of the EBURD.

In many areas of the EBURD, building façades and site elements are subject to standards intended to achieve a higher level of development quality. This program recognizes that compliance with these standards, along with the need for incremental reinvestment, may result in increased costs and provides a mechanism to support property owners in making improvements that enhance both individual properties and the surrounding district.

Eligible improvements may include visible, public-facing upgrades such as windows, doors, façade enhancements, and exterior lighting, as well as site-related improvements including fencing, screening, and related elements that improve site organization, safety, and visual quality.

Incentive monies are available to property owners, developers, and tenants to encourage a higher level of quality, durability, and design in both frontage and site improvements. Funding is available based upon program criteria, project scope, and available funding.

Recognizing that smaller-scale, targeted improvements can have a meaningful impact on overall district character, the program may provide varying levels of participation based on the type and scope of improvements, with consideration given to projects that deliver clear, visible benefits to the district.

Frontage & site improvement project grant awards will be based on a match of up to 1:1 (50% of eligible project costs), with funding not to exceed $50,000 per project. Projects eligible for this program shall have a total project cost not to exceed $100,000. Projects exceeding this threshold shall be directed to the standard TIF application process.

Frontage and site improvement projects must support the goals of the EBURD Urban Renewal Plan and comply with all applicable zoning and design standards. Applicants are encouraged to consider the design aesthetic of the surrounding area and select materials that contribute to a cohesive and improved district environment.

This program is intended for standalone, small-scale improvement projects. Projects that are part of a larger redevelopment, phased construction, or related scope of work are not eligible for this program and must be submitted through the standard TIF application process.
The City and BIRDworks reserve the right to determine total project scope and eligibility based on the overall intent, timing, and relationship of improvements.

Applicants are reminded that grant awards made through the EBURD are discretionary in nature and should not be considered an entitlement. All program criteria contained herein are guidelines for awards, and successful applicants may receive any amount up to the maximum award. Meeting all criteria does not guarantee funding, and applications may be approved or denied at the discretion of the EBURD Advisory Committee and Billings City Council based on funding availability, competing applications, and overall district priorities.

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Eligible improvements:

ElEligible frontage and site improvement projects may include, but are not limited to, permanent improvements consistent with EBURD standards, including: repair, replacement, or installation of exterior windows and storefront systems; door and entry improvements, including ADA-compliant access; façade repair or enhancement, including siding, brick, masonry, and exterior finishes; installation or replacement of awnings, canopies, or other architectural elements; exterior lighting improvements; removal of non-compliant or deteriorated façade elements; and fencing and screening improvements, including the removal and replacement of non-compliant fencing, installation of code-compliant materials, and screening of outdoor storage, equipment, or service areas.

Eligible costs may also include associated site work, structural components, and installation activities necessary to complete the improvements.

This list is intended to provide general guidance and is not exhaustive; other improvements may be considered eligible at the discretion of BIRDworks staff, the EBURD TIF Advisory Committee, and Billings City Council, provided they are consistent with the EBURD Urban Renewal Plan and program intent.

All eligible improvements must be consistent with the East Billings Urban Renewal Plan and the allowable uses of Tax Increment Financing as defined in Montana Code Annotated (MCA §7-15-4288), including site improvements, rehabilitation, and activities that support the elimination of blight and enhancement of the district.

Timeframe and application process:

Applicants will be required to seek review and endorsement from the EBURD TIF Advisory Committee.The Committee is comprised of property or business owners within the district, along with one (1) representative each from the City of Billings, Yellowstone County, & School District 2.

Applications will be accepted and reviewed on a rolling basis, subject to funding availability. EBURD TIF Advisory Committee meetings will be convened as necessary based on the receipt of applications. To allow adequate time for review, complete applications must be submitted no less than fourteen (14) days prior to a scheduled meeting in order to be considered. Applications received after this deadline will be deferred to the next available meeting.

Applications will be reviewed by BIRDworks staff and presented to the EBURD TIF Advisory Committee at the next scheduled meeting. The Committee will evaluate applications based on program criteria, alignment with the EBURD Urban Renewal Plan, and overall project impact. Projects recommended for approval by the EBURD TIF Advisory Committee will be forwarded to the Billings City Council for final approval or disapproval at the next available Council meeting. All applicants will be notified of the status of their application through written communication from BIRDworks staff.

Award recipients will receive a Development Agreement outlining the amount of incentive funds awarded and any conditions required for reimbursement. Applicants must return a signed copy of the Development Agreement prior to the commitment of funds.

Projects receiving TIF assistance through a Development Agreement with the City of Billings may be subject to prevailing wage requirements pursuant to Montana Code Annotated (MCA §18-2-401 et seq.). Applicants are responsible for ensuring compliance with all applicable labor laws and regulations as a condition of funding.

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Every effort will be made to facilitate every complete application through the entire process within each monthly grant cycle. Incomplete applications may extend the process

Release of Funds:
It is the responsibility of the award recipient to maintain proper documentation of funds expended in the course of completing the project. Release of funds is subject to submission of this documentation to BIRDworks by the award recipient. The project must be completed essentially as presented to the TIF Advisory Committee in order to receive payment.

Incentive funds will be paid out according to the following criteria:

1. Applicants must submit copies of all required building permits.
2. Payment documentation must be submitted to the BIRDworks office at 319 N. 14th St
3. Incentive awards will be paid upon completion of the project.

Acceptable documentation is defined as PAID invoices, statements, or schedule of values from vendors, contractors, or consultants clearly detailing the work completed for the project.

Encumbrance Policy:
Applicants receiving funding under this program during the course of a given fiscal year (July 1 through June 30) are eligible to carry forward/encumber unexpended funds for a maximum of one additional fiscal year if all effort has been made to begin the project in the initial year; and/or when circumstances related to weather, construction season, etc. prohibit the completion of the project. Applicants must advise BIRDworks by June 1st if they will be requesting an extension of their project schedule.

Disclaimer:
BIRDworks, Inc., its committees, partners and or affiliates are not responsible for the planning, design, or construction of improvements to property that is owned by the applicant. No warranties or guarantees are expressed or implied by the description of, application for, or participation in the Urban Renewal Project Program. The applicant is advised to consult with licensed architects, engineers, or building contractors before proceeding with final plans or construction.

Properties under the same ownership shall not be eligible for funding under this program or any other EBURD Tax Increment Financing (TIF) assistance program more than once within a three (3) year period from the date of City Council approval.

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EBURD

East Billings Urban Renewal District

Frontage & Site Improvement Program Application

Applicant Information

Date _____

Applicant Name: _____

Address: _____

Phone/Email: _____

Project Information

Project start date: _____

Project projected completion date: _____

Project Address: _____

Description of Proposed frontage improvement/How does this project support the EBURD Urban Renewal Plan?:_____

_ _____

Do you ☐ own ☐ lease the subject property

Eligible Improvements (check all that apply)

- ☐ Frontage Improvements
- ☐ Fencing
- ☐ Landscaping
- ☐ Lighting
- ☐ ADA Improvements
- ☐ Site Improvements

Estimated Project Costs

Category	Estimated Cost
Façade Work	$_____
fencing/screening	$_____
landscaping	$_____
lighting	$_____
ADA Improvements	$_____
Site Improvements	$_____
other	$_____
Total project cost	$_____

Funding Summary

Total Project Cost (not to exceed $100,000): $_____

Private Match: $_____

Requested TIF Reimbursement (max $50,000): $_____

Required Attachments

Current photos of the site (before photos)
Site sketch showing fence and gates
Itemized contractor quote(s) or vendor estimates
Permits or permit plan (if applicable)
Property owner approval (if applicant is a tenant)

I certify that the information provided is accurate. I understand that no work may begin prior to final approval and a signed grant agreement, and that reimbursement is contingent on completion, inspection, and submission of required documentation.

Applicant Signature: _____ Date: _____

Property Owner Signature (if required)_____Date:_____

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EAST BILLINGS URBAN RENEWAL DISTRICT (EBURD) Tax Increment Financing(TIF) Advisory Committee Minutes

Date: 05-04-2026
Time: 12pm
Location: 319 N. 14th St (BIRDworks office)

1. Call to Order 12:01pm

attendance: Mark Morse, Mark Nicholson, Hanna Teti, Pat Scott, Heather Doty (staff) Zack Terakedis came in on agenda item 6c/d, Kevin VanLaarhoven, Ruth VanLaarhoven, Jeff Kettelsen, Wyeth Friday phone in
absent: Derek Stennerson

2. public comment (limit 3 minutes)
   None

3. agenda review & adjustments
   - review and approval of agenda
     - Allen Hodges motion to approve agenda 2nd Pat Scott all in favor motion passes
   - adjustments or additions
     - no additions no adjustments

4. approval of previous meeting minutes
   - review and approve meeting minutes from 4/1/2026
     - Allen Hodges motion to approve 4/1/2026 minutes 2nd Pat Scott all in favor motion passes

5. old business
   a. Skyview application went before council on April 27. Appoved and will start construction soon. Completion expected summer 2027

Skyview approved by Council on April 27th

6. new business
   a. election of Vice Chair
      - pushed to a future date
   b. TIF application Trackside Auto
      - Mark Nicholson motion to recommend funding in the amount of $19,137 with the approval of proper permits 2nd by Hanna Teti all in favor motion passes
   c. Fencing program
   d. Frontage program
      - Allen Hodges motion to combine both fencing and frontage into one program 2nd by Mark Nicholson all in favor motion passes
      - Zack Terakedis moved to approve a 1:1 match (50%) TIF assistance program for projects up to $100,000 in total cost, with reimbursement not to exceed $50,000 per project, and a restriction that properties under the same ownership are ineligible for additional TIF assistance for three (3) years. Mark Nicholson seconded. All in favor. Motion passed.

7. Adjournment at 1:04pm

Meetings will now take place as Tif applications come in with at least 2 weeks notice

RESOLUTION NO. 18-10750

A RESOLUTION OF THE CITY OF BILLINGS FORMING A POLICY FOR THE ADMINISTRATION OF URBAN RENEWAL AREAS OR DISTRICTS (URD) IN THE CITY.

WHEREAS, MCA, Title 7, Chapter 15, Part 42, Section 51 declares: General powers of municipalities in connection with urban renewal. Every municipality shall have all the power necessary or convenient:

(1) To carry out and effectuate the purposes and provisions of this part and part 43;

(2) To undertake and carry out urban renewal projects within the municipality, to make and execute contracts and other instruments necessary or convenient to the exercise of its powers under this part and part 43, and to disseminate blight clearance and urban renewal information;

(3) To organize, coordinate, and direct, within the municipality, the administration of the provisions of this part and part 43 as they apply to such municipality in order that the objective of remedying blighted areas and preventing the causes thereof within such municipality may be most effectively promoted and achieved and to establish such new office or offices of the municipality or to reorganize existing offices in order to carry out such purpose most effectively;

(4) To exercise all or any part or combination of powers granted in this part or part 43; and

WHEREAS, the City of Billings reviews and adopts Urban Renewal Plans for each of its Urban Renewal Districts, and those Plans specify goals for each Urban Renewal District; and

WHEREAS, the City of Billings may establish local policies that guide the establishment, operations, funding and governance of urban renewal districts; and

WHEREAS, development of TIF (Tax Increment Financing) Policies would be in the best interest of the City.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BILLINGS, MONTANA:

That the City Council now makes and adopts the following TIF Policy:

CITY OF BILLINGS TAX INCREMENT FINANCE POLICY

1. PERMITTED USES OF TIF FUNDS. TIF funds may be used for costs outlined in MCA, Title 7, Chapter 15, Part 42, Section 88. Urban Renewal Plans adopted by the City may limit what TIF funds may be spent on in any Urban Renewal District. Eligible costs may include, but are not limited to:
   a. Land acquisition and assemblage, demolition and removal of structures, relocation of occupants, analysis to determine needs of an urban renewal area, administrative cost for redevelopment activities.
   b. Public infrastructure, including, but not limited to: streets, storm drains, parking, public buildings, water and sewer lines, sidewalks, utility connections.
   c. Private infrastructure with public benefit, including, but not limited to, building façades, windows, doors, fire suppression or alarm systems, storm drainage, environmental remediation, parking, and ADA access.

2. FINANCIAL ASSISTANCE THROUGH TIF. All financial assistance must be approved by the City Council prior to any activity receiving funding. Financial assistance should be requested prior to beginning construction. All activity (design and construction) must be completed prior to issuance of TIF funds from the City Finance Department. Financial thresholds and assistance tools are as follows:
   a. A minimum of $\geq$ $5 of private investment for every $1 of public investment is the preferred threshold to be met for each TIF application. The City Council reserves the right to approve any application that does not meet this minimum. The City Council also may make exceptions for projects of less than $100,000, and for publicly owned projects, properties or facilities.
   b. Grants may be made for uses listed in Part 1 above benefitting any government owned-land or buildings and for profit and non-profit businesses.
   c. Bonding may be available at the discretion of the City Council.
   d. All TIF grants will be formalized by a development agreement that must be signed by the grantee before the City will reimburse eligible expenses.

3. URD MANAGEMENT. Each URD in the City of Billings will be managed as follows:
   a. Each URD should maintain a non-profit advisory board to make recommendations to the City Council regarding TIF expenditures. Unless specifically authorized by a Memorandum of Understanding (MOU) referenced in 3(b) below, a majority of board members must own or lease property within the district, or must represent such owner or lessee, and may include representation from residential or commercial property owners or lessees. Advisory Boards must carry insurance for their members and provide proof of insurance to the City.
   b. A MOU must be executed between the advisory board and the City Council that defines the board's roles, responsibilities, authority, and processes, including for hiring and maintaining board support staff. The MOU must

contain language addressing conflict of interest situations for board members whose property may directly benefit from a TIF expenditure and for board support staff. The MOU also must include language that if there is the appearance of a conflict of interest the issue will be reviewed by City legal staff before moving forward.

c. Training for all URD advisory boards will be conducted biannually in coordination with City staff and URD support staff. The training must include, but is not limited to: review of URD and TIF laws, Administrative Rules, ethics, conflicts of interest, meeting management, and maintenance of minutes and records.

d. URD financial reporting will be consistent across all URDs and be set by coordination between the City Finance Director and the Planning and Community Services Director, and URD support staff.

e. TIF application review and City Council staff report preparation will be conducted by the Planning and Community Services Department Director, in coordination with the Assistant City Administrator, Finance Director, and URD support staff.

PASSED by the City Council and APPROVED this 9th day of July, 2018.

CITY OF BILLINGS

BY: William A Cole
William A. Cole, Mayor

CITY OF BILLINGS SEAL YELLOWSTONE COUNTY, MONTANA

ATTEST

BY: Denise R. Bohlman
Denise R. Bohlman, City Clerk

ORDINANCE NO. 15-5652

AN ORDINANCE RELATING TO THE MODIFICATION OF THE EAST BILLINGS URBAN RENEWAL AREA; AND ADOPTING A MODIFIED URBAN RENEWAL PLAN, INCLUDING A TAX INCREMENT PROVISION.

Recitals:

WHEREAS, the City Council on April 13, 2015, conducted a public hearing on a proposal to modify an urban renewal area on specified property (as hereinafter defined, the "Property") to be designated "The East Billings Urban Renewal Area", and to adopt a modified urban renewal plan, as authorized by Montana Code Annotated, Title 7, Chapter 15, Parts 42 and 43, as amended (the "Act").

WHEREAS, the Property is depicted on the attached Exhibit A and legally described on the attached Exhibit B (each of which is hereby incorporated herein and made a part hereof).

WHEREAS, opportunities have been presented to the City that make it desirable for the City to consider an urban renewal project within the District consisting of the acquisition of certain vacant or blighted properties, demolishing the blighted structures thereon, improving such properties with, landscaping, utilities, and other similar improvements, assembling such properties, and making the properties so improved available for private redevelopment in accordance with the Act.

WHEREAS, an urban renewal plan entitled the East Billings Urban Renewal Plan is attached hereto as Exhibit C (which is hereby incorporated herein and made a part hereof) (the "Plan"). The Plan contains a tax increment provision and will govern the operation and administration of the District.

WHEREAS, the Plan has been reviewed and approved by the Yellowstone County Board of Planning, as evidenced by the Board meeting minutes of March 24, 2015.

Ordinance:

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Billings, Montana, as follows:

1. Findings. This Council hereby finds, determines and declares, based on the comments received at the public hearing and other studies and information available to this Council, that:

a. The Property presently contains structures and property that are in a state of substantial deterioration, are obsolete or defective, pose unsanitary or unsafe conditions, are vacant and unused, and have inappropriate uses, the present condition of the Property substantially impairs the sound functioning of the East Billings area of the City and its environs, is conducive to juvenile delinquency and crime, poses the threat of vandalism or mischief and fire or loss, constitutes an economic and social liability, and is a menace to the public health, safety, and welfare of the residents of the City. Accordingly, the Council finds that the Property is a blighted area within the meaning of Section 7-15-4210 of the Act. This Council finds that the rehabilitation, redevelopment or a combination thereof of the Property is necessary in the interest of the public, health, safety, morals or welfare of the residents of the City. This Council finds that undertaking measures to eradicate or diminish the blight affecting the Property will help to foster a more

dynamic, livable, and vibrant area.

b. No housing element or structure is disturbed by this District making no relocation necessary;

c. The modified Plan conforms to the Growth Policy or parts thereof of the City for the municipality as a whole;

d. The modified Plan will afford maximum opportunity, consistent with the needs of the City as a whole, for the rehabilitation or redevelopment of the District by private enterprise;

2. Plan Adoption. The modified Plan is hereby adopted and approved in all respects, including without limitation, the segregation and application of tax increments as provided in Sections 7-15-4282 through 7-15-4293 of the Act as provided therein.

3. Effective Date. This Ordinance shall be in full force and effect from and after the date that is 30 calendar days after the date set forth below.

PASSED by the City Council on first reading April 13, 2015.

PASSED, ADOPTED AND APPROVED on second reading April 27, 2015.

CITY OF BILLINGS:

CITY OF BILLINGS * SEAL * YELLOWSTONE COUNTY, MONTANA

BY: Thomas W. Hanel
Thomas W. Hanel, Mayor

ATTEST:

BY: Cari Martin
Cari Martin, City Clerk

EXHIBIT A
MAP OF THE MODIFIED URBAN RENEWAL AREA

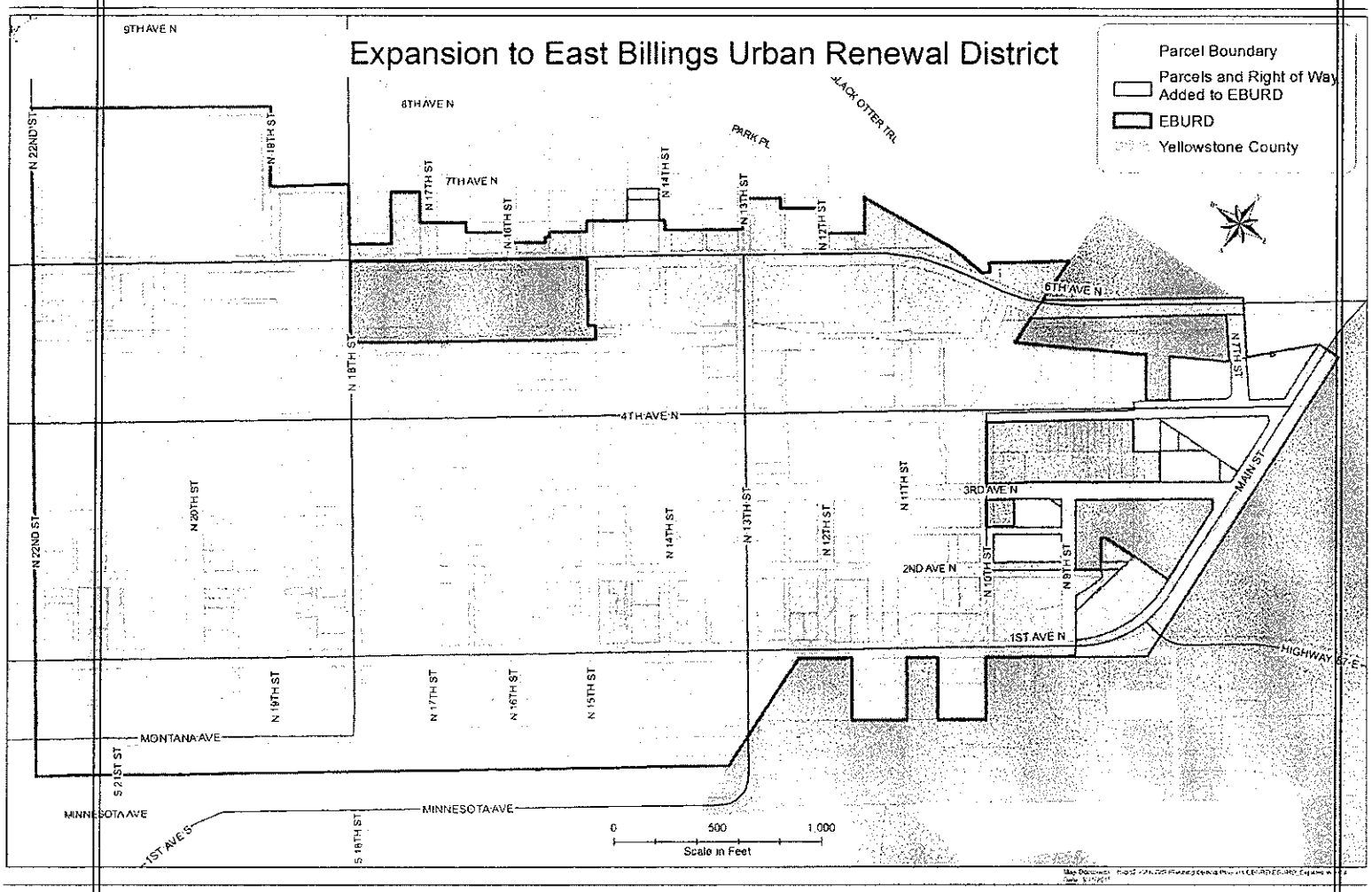


EXHIBIT B
LEGAL DESCRIPTION OF MODIFIED URBAN RENEWAL AREA

The legal description of the proposed 2015 Expanded East Billings Urban Renewal District is as follows:

A tract of land situated in the NW1/4 of Section 34, T.1N., R.26E., P.M.M., Yellowstone County, Montana, more particularly described as: Tract of land being a portion of Industrial Subdivision 4TH Filing: Being Lots 6 through 14 and 59 through 62, Block 11 of Industrial Subdivision 4TH Filing, Recorded March 25, 1963, under Document Number 703562, along with Vacated alley per Yellowstone County Board of Commissioners Resolution, Document Number 851395, filed November 14, 1969;
Also being Lot 5-A Block 11 of Industrial Subdivision 4TH Filing, Amended Plat of Lots 1, 2, 3, 4 & 5, Block 11, Recorded October 26, 1983, under Document Number 1284720; Including all adjacent Right-Of-Way of Main Street / US-312 / US-87 and 3RD Avenue North.

A tract of land situated in the NW1/4 of Section 34, T.1N., R.26E., P.M.M., Yellowstone County, Montana, more particularly described as: Tract of land being a portion of Industrial Subdivision 4TH Filing: Being Lots 53 through 58, Block 11 of Industrial Subdivision 4TH Filing, Recorded March 25, 1963, under Document Number 703562, along with Vacated alley per Yellowstone County Board of Commissioners Resolution, Document Number 851395, filed November 14, 1969; Including all adjacent Right-Of-Way 4TH Avenue North.

Tracts of land situated in the NW1/4 of Section 34, T.1N., R.26E., P.M.M., Yellowstone County, Montana, more particularly described as: Tract 1, Certificate of Survey Number 2212, Recorded October 26, 1983, under Document Number 1284766; Tract 1, Certificate of Survey Number 2213, Recorded October 26, 1983, under Document Number 1284767. Including all adjacent Right-Of-Way of Main Street / US-312 / US-87, 4TH Avenue North & North 7th Street.

A tract of land situated in the NW1/4 of Section 34, T.1N., R.26E., P.M.M., Yellowstone County, Montana, more particularly described as: Tract of land being a portion of Industrial Subdivision 2ND Filing: Being Lots 1 through 13, Block 6 of Industrial Subdivision 2ND Filing, Recorded June 28TH, 1949, under Document Number 451738. Including all adjacent Right-Of-Way of North 10TH Street, North 9TH Street, 2ND Avenue North and alley Right-Of-Way within said Block 6.

A tract of land situated in the NW1/4 of Section 34, T.1N., R.26E., P.M.M., Yellowstone County, Montana, more particularly described as: Being Tract 1, Certificate of Survey Number 2196, Recorded July 22ND, 1983, under Document Number 1273745. Including all adjacent Right-Of-Way of Main Street / US-312 / US-87, 1ST Avenue North, 2ND Avenue North and adjacent alley.

Tracts of land situated in the NW1/4 of Section 34, T.1N., R.26E., P.M.M., Yellowstone County, Montana, more particularly described as: Tracts D1, E and F2, Second Amended Certificate of Survey Number 10, Recorded March 26, 1954, under Document Number 521451; Tracts F-1A and G-1, Amended Tracts F-1 and G of the Second Amended Certificate of Survey Number 10, Recorded November 26, 1979, under Document Number 1149504. Including all adjacent Right-Of-Way of 4TH Avenue North & North 7th Street.

Tracts of land situated in the NW1/4 of Section 34, T.1N., R.26E., P.M.M., Yellowstone County, Montana, more particularly described as: Being Lots 18 through 26, Block 6 of Industrial Subdivision 2ND Filing, Recorded June 28TH, 1949, under Document Number 451738; Also being Tract 7 of Corrected Plat of Second Amended Plat of Certificate of Survey No. 491 Recorded October 10th, 1961, under Document Number 670519. Including all adjacent Right-Of-Way of North 9TH Street, 3RD Avenue North and alley Right-Of-Way within said Block 6.

Tracts of land situated in Section 33, T.1.N., R.26.E., P.M.M., Yellowstone County, City of Billings, Montana, more particularly described as: Being Lots 7-10 and Lots 11-12, Block 2, North Park Subdivision.

Road Right-of-Way Annexed and to be included in Modified EBURD

Being 6th Avenue North from the extended easterly Right-Of-Way line of North 7th Street and running in a southwesterly direction to the west section line of said Section 34;

North 7th Street from the southerly Right-Of-Way line of 6th Avenue North and running in a southeasterly direction to the extended northern lines of Certificate of Survey's 10 and 2212;

The south half of 4th Avenue North from the extended westerly lot line of Lot 53, Block 11 of Industrial Subdivision 4TH Filing, Recorded March 25, 1963, under Document Number 703562 and running in a southwesterly direction to the easterly Right-Of-Way line of North 10th Street;

3rd Avenue North from the extended westerly lot line of Lot 14, Block 11 of said Industrial Subdivision

4TH Filing, and running in a southwesterly direction to the east Right-Of-Way line of North 9th Street and from the extended westerly lot line of Lot 18, Block 6 of Industrial Subdivision 2ND Filing, Recorded June 28TH, 1949, under Document Number 451738 and running in a southwesterly direction to the easterly Right-Of-Way line of North 10th Street;

The north half of 2nd Avenue North adjacent to Lots 9 through 13, Block 5 of said Industrial Subdivision 2ND Filing;

The easterly half of North 10th Street from the extended centerline of 4th Avenue North and running in a southeasterly direction to the northerly alley Right-Of-Way line of Block 6 of said Industrial Subdivision 2ND Filing;

Main Street from the extended north line of Certificate of Survey Number 2196, Recorded July 22ND, 1983, under Document Number 1273745 and running in a northerly direction to the extended southerly Right-Of-Way line of 3rd Avenue North.

EXHIBIT C

2015 EXPANSION OF THE BILLINGS, MONTANA EAST BILLINGS URBAN RENEWAL DISTRICT, WITH TAX INCREMENT, AND AMENDMENT TO THE URBAN RENEWAL PLAN

FOR CITY OF BILLINGS AND PLANNING REVIEW
February 2015

Prepared by

BIRD
BILLINGS INDUSTRIAL REVITALIZATION DISTRICT

Billings Industrial Revitalization District, Inc. (BIRD)
1413 4th Ave. N., Ste. C – Billings, MT 59101
pattynordlund@billingsbird.com kelly@billingsbird.com

SECTION 1 – INTRODUCTION

On November 16, 2006, the City Council adopted Ordinance #06-5395 that (a) created the East Billings Urban Renewal District (EBURD) and (b) adopted an urban renewal plan for the district. For reasons discussed in this Amendment to the East Billings Urban Renewal District Plan ("Plan"), it has been determined that the EBURD should be expanded to include other contiguous blighted properties in need of redevelopment. Further, it has been determined that this area has been and is in need of expanded public parking, enhanced pedestrian connections and experiences, improved public safety, and infrastructure improvements to public and private properties that will alleviate flooding issues and lead to increased taxable values. The existing urban renewal plan may be modified by ordinance in accordance with the procedure described in M.C.A. § 7-15-4221. The Urban Renewal Plan of the EBURD approved by the City Council on November 16, 2006, is included by reference as part of this amended Plan and shall remain applicable except to the extent the original plan is explicitly or impliedly amended by this Plan. It is recognized as part of this Plan that the basic vision of the document known as EBURD Master Plan, adopted by the Billings City Council on September 14, 2009 (Resolution #09-18878) and by the Yellowstone County Commissioners on September 29, 2009 (Resolution #09-66), remains valid and should be considered a part. In addition, it is recognized that as part of this amended Plan, the basic vision of the document known as the Exposition Gateway Plan, approved by the Yellowstone County Commissioners on May 28, 2013, and adopted by the Billings City Council on June 24, 2013 (Resolution #13-19289) also remains valid and should be considered a part. The terms defined in "Part A.III – DEFINITIONS" of the EBURD Urban Renewal Plan shall have the same meanings in this Plan unless a contrary meaning is expressed. The expanded district proposed in this Plan is hereafter referred to as the 2015 Expanded EBURD.

SECTION 2 – BACKGROUND

The original East Billings Urban Renewal District, a tax increment finance district, was created on November 16, 2006, by a resolution which stated that it was desirable for the City to consider an urban renewal project within the District, and found that the area contains structures and

property in states of substantial deterioration, properties that are obsolete or defective, posing unsanitary or unsafe conditions, are vacant and unused, and have inappropriate uses, and that the present condition of the area substantially impairs the sound functioning of the area and its environs. The Council found that the area is a blighted area within the meaning of MCA 7-15-4210, and stated that "rehabilitation, redevelopment, or a combination thereof is necessary in the interest of public health, safety and welfare of the residents." The Council found that undertaking measures to eradicate or diminish the blight will help to foster a more dynamic, livable, and vibrant neighborhood.

Progress has occurred within the District, as evidenced by: 1) increase in taxable value: base year value of $1,800,794, increased to a 2014 value of $2,502,968 *(Montana Department of Revenue Form AB-72T, 8-4-2014)*; 2) successful approval of both the EBURD Master Plan and the Exposition Gateway Plan; 3) successful implementation of the recommended Parking Overlay District; 4) accomplishment of the recommended two-way streets conversion; 5) completion of EPA Brownfields Program environmental assessments on 23 parcels; 6) successful adoption of the EBURD Zoning Code; 7) completion of a Hospitality Corridor Study; and 8) approval of a project to address flooding, storm water management, and infrastructure improvements in the eastern-most portion of the District. However, many of the undesirable conditions continue to exist, and several out-of-City properties adjacent to the District have now petitioned and been approved for annexation into the City (City Council meeting, 1-26-2015). Therefore, it would be in the best interest of the City to expand the District to encompass adjacent properties, construct needed public infrastructure improvements, increase growth of the tax base, increase the parking inventory, increase the inventory of residential property, stimulate mixed-use development, and further implement the visions of the EBURD Master Plan and the Exposition Gateway Plan, both of which are consistent with the adopted City-County Growth Policy.

Although there has been improvement in the valuation of property in much of the District, the area defined by this proposed expanded tax increment district still has pockets of neglect and blight. The 2015 Expanded EBURD creates an opportunity to continue redevelopment in the center of Billings with a mixture of public and private investment.

The 2015 expansion of the EBURD is essential to planned development along Exposition Drive/Main Street, across from the MetraPark facilities. Public infrastructure construction within this expanded District will spur private investment consistent with the EBURD Master Plan, and especially pertinent to the vision of the Exposition Gateway Plan. It is expected that the expanded District may help fund the following projects:

I. Business Programs and Projects

a. Business Retention and Recruitment
   i. Targeted assistance to existing and potential businesses
   ii. Development of "The EBURD Advantage" marketing materials
   iii. Collaboration with and referral to Big Sky Economic Development and its business assistance programs

II. Parking and Transportation

a. Facilitate public transit and bicycle/pedestrian-friendly growth and development
b. Collaborate with City regarding parking management practices and programs consistent with the Parking Overlay District
c. Plan for future needs regarding parking lots and/or structures

III. Management, Implementation and Maintenance

a. Billings Industrial Revitalization District, Inc. or its successor, management agreement
   i. Project development
   ii. Public awareness
   iii. Advocacy and liaison between public and private sectors
b. Potential future development of Business Improvement District
   i. Development and promotion of a MetraPark-to-Downtown Corridor through the EBURD
   ii. Crime prevention and public safety:
   Cooperative Security and/or Business Watch Program

IV. Infrastructure Improvements

a. Public
   i. Public parking
   ii. Landscaping and park development
   iii. Street construction/improvements
   iv. Streetscapes and traffic calming plans
   v. Sidewalks, curbs and gutter improvements
   vi. Storm water management

vii. Water and waste-water line construction/improvements
viii. Relocation of public and private utility lines

In order to make it possible to move forward with the much-needed infrastructure improvement projects referenced above, the Yellowstone County Board of County Commissioners transferred any interest it had in the public right of way on several streets within the Exposition Gateway area to the City of Billings, with Resolution 15-23, passed on March 10, 2015.

b. Public infrastructure improvements will support investments in:
   i. Workforce housing development
   ii. Parking facilities
   iii. Lodging facilities
   iv. Conference facilities
   v. Entertainment venues
   vi. Retail and restaurant enterprises

V. Housing Improvements

a. Increase in workforce housing and live-work mixed-use projects
b. Revitalization and redevelopment of sub-standard residential housing stock

SECTION 3 – SUMMARY OF BLIGHT FINDINGS

The area in the proposed 2015 expansion of the EBURD contains blight, particularly those parcels directly west of the MetraPark facilities which host events that attract hundreds of thousands of visitors each year. Within the district there is structural deterioration, under-utilized structures and vacant lots, and a railroad spur line that is little used. A major issue that rises to the forefront in every planning discussion is that of inadequate storm water management. Without curb and gutter to direct its flow, water pools in low spots and floods buildings. Several of the commercial buildings in the district are deteriorated and/or vacant and need demolition or renovation. Sidewalks are cracked or non-existent; alleys are deteriorated, and, in general, much of the area is below accepted standards. In contrast to the above, there are certain properties within the district in good repair but included in the district to allow for a contiguous block of land within the district and because pockets of revitalization cannot be sustained if areas of neglect and blight surround them. Over time, without ongoing managed urban renewal, even these success stories could once again decline in taxable value.

SECTION 4 – DESCRIPTION OF BLIGHTED AREA

The 2015 expanded urban renewal area described for this amended Plan incorporates most of the Exposition Gateway area, including those properties annexed in January 2015. Major flooding problems occur with rainstorms, as the infrastructure is inadequate for storm water flow and drainage. The subject properties have been used as car sales lots, truck and truck parts sales, vacant lots partially used for equipment storage, as well as some active business enterprises. Many of these structures are unsuited to their current uses because of age obsolescence and physical deterioration.

Montana's Urban Renewal Law (Montana Code Annotated Title 7, Chapter 15, Parts 42 and 43) provides the authority to declare the existence of blighted areas and to target them for improvements. "Blighted area" is defined in Section 7-15-4206(2), M.C.A., as follows:

> *[A]n area that is conducive to ill health, transmission of disease, infant mortality, juvenile delinquency, and crime; substantially impairs or arrests the sound growth of the city or its environs; retards the provision of housing accommodations; or constitutes an economic or social liability or is detrimental or constitutes a menace to the public health, safety, welfare, and morals in its present condition and use, by reason of:*
>
> *(a) the substantial physical dilapidation; deterioration; defective construction, material, and arrangement; or age obsolescence of buildings or improvements, whether residential or nonresidential;*
>
> *(b) inadequate provision for ventilation, light, proper sanitary facilities, or open spaces as determined by competent appraisers on the basis of an examination of the building standards of the municipality;*
>
> *(c) inappropriate or mixed uses of land or buildings;*
>
> *(d) high density of population and overcrowding;*
>
> *(e) defective or inadequate street layout;*
>
> *(f) faulty lot layout in relation to size, adequacy, accessibility, or usefulness;*
>
> *(g) excessive land coverage;*
>
> *(h) unsanitary or unsafe conditions;*
>
> *(i) deterioration of site;*
>
> *(j) diversity of ownership;*
>
> *(k) tax or special assessment delinquency exceeding the fair value of the land;*
>
> *(l) defective or unusual conditions of title;*
>
> *(m) improper subdivision or obsolete platting;*
>
> *(n) the existence of conditions that endanger life or property by fire or other causes; or*
>
> *(o) any combination of the factors listed in this subsection (2).*

The land being added to the Plan area in 2015 includes 14 property tax codes, as listed in Exhibit A, with total assessed value of $4,871,639. As noted in the 2006 approved Urban Renewal Plan, there are specific "target areas" that should be immediately considered for redevelopment. The properties on Exposition Drive represent an immediate opportunity to capitalize on the traffic generated by MetraPark events.

The EBURD area is part of Census Tract 2, with a population of 3,751. Within the tract, 28.98 percent of residents live below the Federal Poverty Line, with an estimated 2014 median family income of $30,263. By comparison, in the greater Billings population of 109,059, only 13.1 percent live below the Federal Poverty Line. (*www.ffiec.gov/geocode/CensusDemo 07-01-2014 & http://quickfacts.census.gov.)*

There are 1,995 housing units in Tract 2, with 61.7 percent of the units (1,231) built prior to 1960 (55 years ago or more). Of those 1,231 older units, 546 were built in 1939 or earlier. Of the 446 owner-occupied housing units in the tract, 96 percent (428) are valued at less than $200,000. In fact, 85 of the 446 units (19.1 percent) are valued at less than $100,000. Indeed, there are a few occupied housing units (16) that lack complete plumbing and/or kitchen facilities. The tract holds 1,243 units where occupants are paying rent. The majority of renters (52.4 percent) pay between $500 and $749 per month. However, 29.2 percent (363 renters) pay between $200 and $499 per month. There are even a number of renters (23) living in units at less than $200 per month. Census Tract 2 has a somewhat transient population. Of the 1,689 households, 83.9 percent, or 1,418 householders, moved into the current unit in 2000 or more recently. Only 16 percent, or 271 householders, have resided in the current unit since 1999 or prior years. (*U.S. Census Bureau, 2008-2012 American Community Survey 5-year Estimates, Table DP04 10-22-14.*)

Public transit, walking and bicycling facilities are important for the area, as 21.6 percent of households (365) do not have a vehicle available. Moreover, the tract houses 406 students in kindergarten through eighth-grade, along with 25 high school attendees and 248 college students. In commuting to work, although the majority of those age 16 and over drove or carpooled to work (72.6 percent), a significant number - 14.9 percent (285 people) - walked to work, and 11.1 percent (212 people) used public transportation or other means of getting to work. (*U.S. Census*

Bureau, 2008-2012 American Community Survey 5-year Estimates, Tables DP03 & S1401 10-22-14.)

The EBURD census tract, along with the nearby Heights-Main Street area, is designated by the Billings Police Department as "Beat 3," or the "East" patrol beat. The East Beat has experienced, over the past three years, increasing numbers of calls for service. In the year 2011, the East Beat had 7,756 calls. Number of calls increased to 9,804 in 2012, and jumped to 10,507 (third highest beat of the nine in the City) for 2013. *(Billings Police Department 2013 Annual Report, www.ci.billings.mt.us.)* Unfortunately, there have recently been two murder incidents in the area as well. Parks personnel, during the October conference on addressing homeless/transient issues, mentioned that homeless individuals are congregating under the Rims in the EBURD, as well as in North Park.

Brownfields, defined as areas with actual or perceived environmental contamination issues, can contribute to unsafe and dangerous conditions, as well as discourage redevelopment efforts. Big Sky Economic Development, in a cooperative agreement with the U.S. Environmental Protection Agency, has secured funding for environmental assessments of properties in the EBURD. With its first round of funding, Big Sky Economic Development contracted with an environmental engineering firm to assess 23 parcels of land in the EBURD to determine "Phase I" conditions (looking at the historical uses of the property and assessing any observed potential contamination issues). In addition, nine parcels were examined with more in-depth "Phase II" assessments, where soil and water testing took place. While none of the completed Phase II assessments pointed to remediation requirements, there are still a number of sites that are advised for Phase II assessment, and many parcels that have not received any environmental assessment to date. Big Sky Economic Development has secured additional EPA Brownfields Program funding with which to accomplish additional environmental assessments in the EBURD beginning in spring 2015, at no cost to property owners who volunteer for the program.

SECTION 5 – DETERMINATION OF BLIGHT

The proposed EBURD Expansion area contains a number of underdeveloped properties and substandard facilities. The Council previously determined that the property included in the EBURD was "blighted" within the meaning of the Act in its adoption of Ordinance #06-5395 that (a) created the East Billings Urban Renewal District (EBURD) and (b) adopted an urban renewal plan for the district (November 16, 2006). Deficiencies in public and private properties located in the district lead to a determination of blight, as defined by state statute. As cited in the original Urban Renewal Plan, the area still meets several definitions of blight:

Deficient Structures in Area (*the substantial physical dilapidation; deterioration; defective construction, material, and arrangement; or age obsolescence of buildings or improvements, whether residential or nonresidential; deterioration of site)*

There are several buildings and residential structures that are over 50 years in age and do not qualify as being historically significant. Many are in poor repair and may contain potentially hazardous asbestos and lead paint.

While streets, curbs, gutters and sidewalks in some of the area are in satisfactory repair, there are areas without such improvements. Sewer and water utilities in the area are aging and/or inadequate. Flooding occurs within public right-of-way as well as on private property during heavy rain events. Several parking lots generally do not meet code requirements for paving, striping and landscaping. Many of them are cracked and crumbling. Demand for parking will continue and District managers will collaborate with the City to accommodate commercial growth in alignment with the adopted Parking Overlay District.

Deficient Land Use (*inappropriate or mixed uses of land or buildings; defective or inadequate street layout; faulty lot layout in relation to size, adequacy, accessibility, or usefulness)*

In general, the 2015 expansion area is under-utilized due to the significant amount of

surface used as storage or left vacant. Most structures are single-story. There are vacant lots, storage lots, and auto sales lots directly across the street from Montana's largest indoor entertainment complex and trade-show facilities. The taxable value of this district must be stabilized and encouraged to grow.

Protecting Public Health & Safety (*unsanitary or unsafe conditions; the existence of conditions that endanger life or property by fire or other causes)*
The conditions of blight, crime, vagrancy and potential brownfields, as described above, reduce "social capital" and community connectedness. Flooding promotes mold growth and related health problems.

SECTION 6 – THE SITE AND ITS RELATIONSHIP TO THE CITY

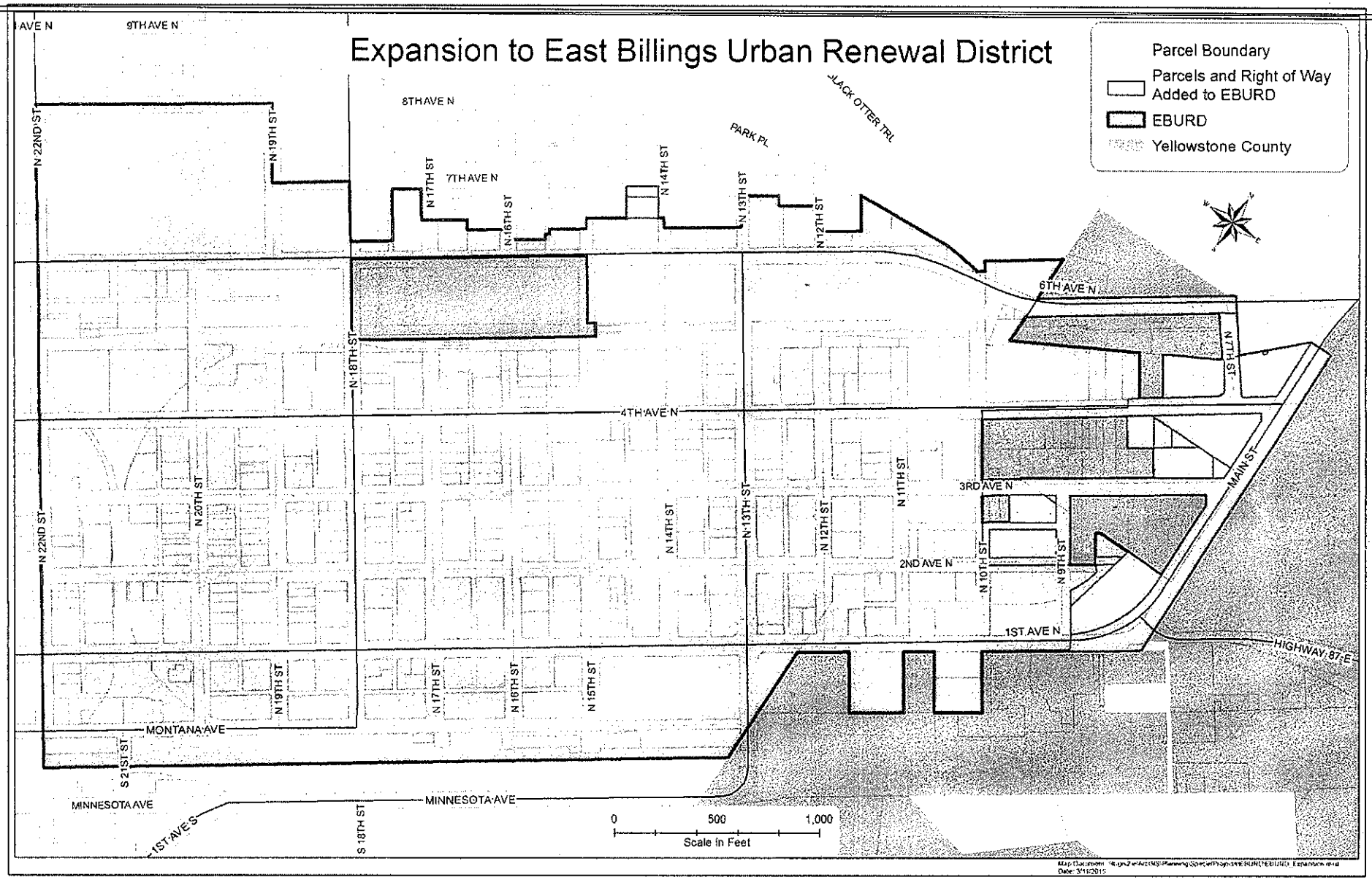
The Expanded EBURD occupies the center of the City of Billings, adjacent to the Downtown Central Business District and the medical corridor to the west; connecting to the Billings Heights area via Main Street to the northeast; welcoming visitors from Lockwood and beyond via 1st Avenue North to the southeast; and meeting up with the Rimrocks to the north.

SECTION 7 – LEGAL DESCRIPTION

The legal description of the proposed 2015 Expanded East Billings Urban Renewal District is as follows:
Beginning at a point at the centerlines of the intersection of 1st Avenue North and North 10th Street and proceeding east to the centerline of Exposition Drive/Main Street, and proceeding north from the intersection of 1st Avenue North and Exposition Drive/Main Street to the intersection of 6th Avenue North and Exposition Drive/Main Street, and from the intersection of 6th Avenue North and Exposition Drive/Main Street, proceeding west to the intersection of 6th Avenue North and North 10th Street, and proceeding south from the intersection of 6th Avenue North and Exposition Drive/Main Street to the intersection of 1st Avenue North and North 10th Street, encompassing all parcels and tax codes therein.

Please see map on following page.

In addition, we propose to add property designated as Tax Code A12053 (North Park Subd., S33, T01N, R 26E, Block 2, Lot 11-12) and property designated as Tax Code A12052 (North Park Subd., S33, T01 N, R26E, Block 2, Lot 7-10).. These lots, are slated for expansion of the Billings Carpet Cleaning activities.


Expansion to East Billings Urban Renewal District
Parcel Boundary
Parcels and Right of Way Added to EBURD
EBURD
Yellowstone County
9TH AVE N
8TH AVE N
7TH AVE N
6TH AVE N
4TH AVE N
3RD AVE N
2ND AVE N
1ST AVE N
1ST AVE S
MONTANA AVE
MINNESOTA AVE
N 22ND ST
N 19TH ST
N 17TH ST
N 16TH ST
N 14TH ST
N 13TH ST
N 12TH ST
N 18TH ST
N 20TH ST
N 11TH ST
N 10TH ST
N 9TH ST
N 7TH ST
S 21ST ST
S 18TH ST
N 15TH ST
PARK PL
JACK OTTER TRL
MAIN ST
HIGHWAY 87-E
0
500
1,000
Scale in Feet

SECTION 8 – PROPERTY DEVELOPERS

New development and revitalization in the proposed 2015 expanded urban renewal district will be accomplished with private investment and public-private partnerships, through the implementation of the EBURD Master Plan and the Exposition Gateway Plan. As outlined in Section 2 above, improvements in infrastructure will spur investments in workforce housing development, parking facilities, lodging facilities, conference facilities, entertainment venues, as well as retail and restaurant enterprises.

SECTION 9 – PROJECT RELATIONSHIP TO THE EBURD MASTER PLAN & EXPOSITION GATEWAY PLAN

The proposed urban renewal area and expanded tax increment district is located generally in the center of the City and encompasses several "districts" as defined by the EBURD Master Plan and the EBURD Code. The EBURD Master Plan contemplated eventual annexation of County properties adjacent to the original urban renewal district, and this Amended Urban Renewal Plan seeks to accomplish that end.

One goal of the EBURD Plan was to develop a zoning code unique to the vision of the EBURD. The new code was established and adopted in October 2012, following several months of committee work and public meetings, with consultation from a professional firm known for, literally, writing the book on form-based code options. Form-based code considers the look of the facility and its surrounding landscape, rather than basing zoning purely on the use of the facility. The new code allows for increased flexibility in uses, which was desired by landowners and developers in the area.

Generally, the EBURD Master Plan stressed the area's ability to make a positive impact on the entire city. The Plan also recommended a private non-profit organization to assist the City of Billings with the management of the Tax Increment District through an annual work plan and contract. This expanded EBURD may be managed in a similar manner and could make use of the

redevelopment and facilitation established through that management entity, the Billings Industrial Revitalization District, Inc.

The Plan names housing as an important priority, and recommends that the City continue to work with builders and developers to encourage downtown housing through various methods. Specifically, the plan encourages housing in the Rail Spur Village. However, live-work space is allowed in several EBURD districts, as outlined in the adopted EBURD Code. The formation of an expanded tax increment district will increase funding for construction or rehabilitation of public infrastructure necessary to attract, retain, and improve housing in the area.

The guiding principles developed through the EBURD Master Plan were built upon the goals of the original Urban Renewal Plan, and continue to guide today's efforts: 1) Foster economic growth; 2) Foster distinct mixed-use, industrial, and hospitality centers; 3) Create affordable housing opportunities and choices; 4) Ensure existing industrial uses can continue to operate as desired; 5) Improve the natural beauty of the District by reintroducing trees and other features; 6) Extend pedestrian and bike trail connections to downtown, Heights, MetraPark and the Yellowstone River; 7) Integrate edges of the District with North Park neighborhood, medical corridor, and downtown; 8) Provide a variety of transportation choices and connections; 9) Complete sewer and storm water infrastructure; and 10) Understand and reduce environmental risks.

Guided by the above principles, several critical action plan steps have already been accomplished: successful approval of both the EBURD Master Plan and the Exposition Gateway Plan; successful implementation of the recommended Parking Overlay District; accomplishment of the recommended two-way streets conversion; completion of EPA Brownfields Program environmental assessments on 23 parcels, with more to take place beginning in 2015; successful adoption of the EBURD Zoning Code; completion of a transportation corridor study; and development of a plan to address flooding, storm water management, and infrastructure improvements in the eastern-most portion of the District. This amendment to the Plan and the urban renewal projects that it contemplates will continue to act upon the Plan's guiding principles.

SECTION 10 – CONFORMANCE TO THE GROWTH POLICY

One of the requirements of Montana's Urban Renewal Law (Title 7, Chapter 15, Parts 42 and 43) is that the urban renewal plan must conform to the community's growth policy. The Yellowstone County and City of Billings 2008 Growth Policy ("Growth Policy") aligns with EBURD redevelopment in a variety of ways. This amendment to the East Billings Urban Renewal Plan is consistent with the current Growth Policy. Specifically, the expanded EBURD revitalization efforts meet several Community Goals and Objectives outlined on pages 6-16 of the 2008 Growth Policy:

A. Revitalization in the EBURD meets the goal of contiguous development and of the City's Infill Policy. Revitalization also helps to address the issue stated in the Growth Policy that urban sprawl threatens the rural character of land surrounding Billings, increases the cost of providing public services and threatens the vitality of the city core and downtown area.

B. Development in the EBURD, especially in the Rail Spur Village area, works toward the goal of affordable housing for all income levels dispersed throughout the City and County. Development of housing helps to address the Growth Policy issue which stated that there is a serious lack of affordable housing for low to moderate income households.

C. Adoption of the more-flexible EBURD Code and continued development efforts in the expanded area help achieve the goal of more housing and business choices within each neighborhood. Moreover, continued development in accordance with the new code assists in addressing the stated issue that there is a desire for more mixed-use neighborhoods.

D. Addition of the Exposition Gateway area to the existing TIF District helps achieve goals to encourage economic development in the neighborhood, encourage new businesses to locate in a prime gateway area, and sets the stage for enhancement of both the functionality and the visual appeal of the entrance to Billings from Lockwood (1st Avenue North & Exposition Drive/Main Street). As noted in the Growth Policy, entryways to our communities should be attractive and not present physical barriers discouraging economic development.

E. The EBURD is adjacent to downtown Billings, and revitalization of the area, as it continues to develop, will contribute toward the vitality and increased safety for visitors and shoppers. As stated in the Growth Policy, safety is an important element.

F. Expansion of the EBURD TIF District assists in meeting the goal of more visually appealing communities, improving the image of the area across the street from the MetraPark facilities and instilling pride in this area of town. Enhancing visual appeal helps to address the Growth Policy's stated issue that there are areas in the City and County that are unattractive and present a poor image of the community.

G. Improvements to the area as envisioned in the Exposition Gateway Plan can lead to a visually appealing design that incorporates the needs not only of vehicular traffic entering the area from Lockwood and from Main Street, but also improves pedestrian access between the MetraPark facilities and new development in the Expo Gateway. Improvements in the proposed expansion area will aid in addressing the Growth Policy's issue that the design of roads, streets, and pedestrian facilities can be more attractive and functional.

H. Expansion of the EBURD TIF District will contribute toward the goal of a well-maintained network of safe and interconnected sidewalks by addressing the critical need for sidewalks, curb and gutter in the Expo Gateway area. As noted in the Growth Policy, the sidewalk system in the City needs upgrading; many sidewalks are cracked and broken, several critical sections are missing, and important sidewalk routes are not adequately maintained.

I. Expansion of the District to include the Expo Gateway area assists the City toward its goal of sanitary and safe properties, with an improved community image and an increase in property values. Advancing toward this goal helps to address the stated issue that there are dilapidated and unsafe properties in neighborhoods.

J. Expansion of the District allows access to TIF District funding for a long-neglected infrastructure upgrade, moving the City toward its goal of equitable collection and distribution of funding for public services and facilities. Moreover, the expansion assists the City in achieving its objective to ensure that facilities and services are maintained in existing neighborhoods as new neighborhoods are added. The Growth Policy notes that funding for community facilities and infrastructure is very limited; prudent use of TIF District funds assists in solving the limited funding issue.

K. Expansion of the TIF District to include the Expo Gateway area aligns with the City's goal of adaptive reuse of vacant structures, conserving resources, preserving landmarks, preserving neighborhood integrity, and taking advantage of economic development opportunities. Adaptive reuse helps to address the stated issue that there are vacant structures around Billings and in the

County that could be reused.

L. Expansion of the EBURD TIF District, leading to development of live-work enterprises and additional workforce housing options, helps move toward the goal of adequate affordable housing and more options for housing, potentially in an area very near to work opportunities. Achievement of these goals assists in solving the stated Growth Policy issue that poor housing and lack of living wage jobs puts the health of residents at risk.

The Growth Policy lists Urban Renewal Districts as an implementation strategy to revitalize neighborhoods, and expansion of the EBURD aligns well with that revitalization strategy.

SECTION 11 – CERTAIN PLAN FEATURES AND FINANCIAL MATTERS

Section 7-15-4217, M.C.A., of the Act requires cities to make certain findings when they adopt an urban renewal plan and approve Urban Renewal Projects. These are addressed below:

1. The existing EBURD contains 133 housing units that are home to 305 people (*U.S. Census 2010, per Leslie Zolman, GISP, Montana Dept. of Commerce Census and Information Center, 5-7-2014).* For the entire Census Tract, including the North Park neighborhood, there are 1,995 housing units, of which 1,689 are occupied and 306 are vacant (*U.S. Census Bureau, American Community Survey Table DP04, 10-22-14).* Planned projects would not displace any persons from housing. Accordingly, there is no need to have a workable and feasible plan for substitute housing until and unless such a project is developed in the future.

2. This amended East Billings Urban Renewal Plan conforms to the Growth Policy for the City as a whole, and also to the EBURD Master Plan and the Exposition Gateway Plan.

3. This Modified Plan affords maximum opportunity, consistent with the needs of the City as a whole, for the rehabilitation or redevelopment of the Expanded EBURD by private enterprise. It is unreasonable to expect that the district will be stabilized and/or redeveloped without substantial public support. Some properties within the area are dilapidated. As presently constituted, property in the district is not conducive to any sort of uniform or

integrated development and, as presently existing, cannot compete with other areas of the City for substantial developments, particularly areas at the outskirts of the City. This amended Plan is intended to facilitate the identification and construction of significant Urban Renewal Projects, which would not be possible without this Plan.

4. A sound and adequate financial program exists for financing projects, which include the sale and issuance by the City of tax increment finance bonds. Subsequent approved development projects will require commitments of substantial private financing that will provide the primary means for funding construction of the improvements and revitalization efforts.

5. This 2015 Expanded EBURD may be modified at any time by the City Council as necessary to eliminate and prevent the development or spread of blighted areas, and encourage urban rehabilitation. The process for plan modification shall follow the procedures set forth in 7-15-4212 through 7-15-4219 MCA, with respect to initial adoption of this plan. For purposes of urban renewal district boundary changes only, the notice of public hearing, as described in 7-15-4215 MCA, may be mailed only to those owners whose properties are situated within the area of expansion of the Urban Renewal District boundaries. Notice will be mailed to those property owners whose properties are within the area of expansion.

SECTION 12 – TAX INCREMENT

Tax increment financing is necessary to encourage private reinvestment within the District, which will further encourage economic growth in the District and the City, create substantial employment opportunities, and increase the tax base of the City and other taxing jurisdictions. The 2015 Expanded EBURD is hereby established as a tax increment financing urban renewal area within the meaning of the Act, and, in particular, Section 7-15-4282 through 7-15-4293 of the Act. This Section constitutes a tax increment provision within the meaning of the Act. In connection with the expansion:

1. For the purpose of calculating the incremental taxable value each year for the life of the district, the base taxable value shall be calculated as base taxable value of the original

district as of [January 1, 2006] plus the base taxable value of all real and personal property added to the district by this amended plan and as shown in Exhibit A as of January 1, 2015.

2. The City is hereby authorized to segregate the tax increment derived in the district and use and deposit such increment into the tax increment fund of the district for use as authorized by the Act and as authorized herein from time to time, including, without limitation, pledging the tax increment to repayment of Bonds.

3. The tax increment received from the district may be used to pay directly costs of an approved Development Project as may from time to time be approved by the Council. The Council also hereby authorizes the use of tax increment in the district to pay debt service on bonds issued to finance a portion of the costs of these development projects, and costs associated with the sale and security of such bonds (including any necessary reserve funds) in compliance with the Act, subject to any limitations imposed by the Montana Constitution and federal law.

4. The tax increment provision of the district will terminate upon the latter of:
   a. The fifteenth (15th) year following the original creation of the district; or
   b. The payment or provision for payment in full or discharge of all bonds, and the payment of interest thereon, for which the tax increment has been pledged.

After termination of the tax increment provision, all taxes shall continue to be levied upon the actual taxable value of the taxable property in the district, but shall be paid into funds of the taxing bodies levying taxes within the district.

SECTION 13 – CONCLUSIONS

The creation of this expanded East Billings Urban Renewal District will have a positive impact on central Billings, and is an essential first step in completing what may be a number of urban renewal projects. Estimates calculated by ECO-Northwest in preparation of the Exposition

Gateway Plan indicate that development in the Expo Gateway has a potential new value of nearly $65 million, with potential TIFD revenues of slightly more than $1 million *(Financial Analysis, ECO-Northwest, April 8, 2013)*. The figures are preliminary estimates; actual values and tax revenue will vary based on type, size and timing of development. Expansion of the district, in addition to further stabilizing the tax base, eliminating blight and providing renaissance to the EBURD, will also bring new employees and residents to the area.

ECO-Northwest states that the Expo Gateway District offers desirable locational attributes:

> The Gateway District has several important locational advantages relative to other areas in Billings that make it a prime area for development in the hospitality and retail sectors.
>
> - Proximity to downtown. It is centrally located near employment and commercial uses in the Central Business District, the medical campuses, and the University (directly to the west).
> - Proximity to MetraPark. The county-owned multi-function facility has an indoor arena, rodeo grounds, a horse track, open space and other facilities. MetraPark has a long history of successful operation (850,000 to 1 million visitors per year, with 30% coming from over 100 miles away, per Sandra Hawke, MetraPark, February 2009), and provides opportunities for complementary meeting space and catering facilities.
> - Proximity to the airport. It is closer to Billings Logan Airport (3 miles) than many areas in the Central Business District as well as areas in south and east Billings.
> - Proximity to amenities and commercial areas. It is in close proximity to commercial areas downtown and in Billings Heights, which is a commercial and residential hub to the north.
> - Proximity to regional highways. The District lies at the intersection of 212, I-90 and I-94.
>
> The key comparative advantage for the area is its central location *between* downtown and MetraPark (and between the West End and the Heights) on flat land with urban services. It is a good location for urban development. *(ECO-Northwest, Existing Market Conditions Assessment, May 22, 2013)*

As stated in the Exposition Gateway Plan and as stated herein, the Exposition Gateway area requires repair and improvement to streets, curbs, gutters and sidewalks and the water and sewer utilities are inadequate. The City hereby approves, as an urban renewal project for the District, the reconstruction of the streets from Main Street to North 11th Street and between 1st Avenue North to 4th Avenue North in accordance with the Exposition Gateway Concept Plan. The streets included in the construction limits are North 9th Street, North 10th Street, 2nd Avenue North, and 3rd Avenue North. Construction includes full street construction, sidewalk, bulb-outs at the corners, on-street parking, new sanitary sewer, new water mains, and storm drain upgrades. In

order to make it possible to move forward with this much-needed infrastructure improvement project, the Yellowstone County Board of County Commissioners transferred any interest it had in the public right of way on streets within the Exposition Gateway area to the City of Billings, with Resolution 15-23, passed on March 10, 2015.

The Council through adoption of the modified East Billings Urban Renewal District hereby approves financing of the improvement project described above with proceeds of tax increment bonds payable from tax increment generated by the District. Such bonds will be issued in a principal amount such that the debt service thereon can be paid from tax increment generated by the District over a period of 25 years. The City hereby finds that there is a feasible and workable plan for financing the improvements.

Expansion of the East Billings Urban Renewal District to include the property described in this amended Plan will have a positive effect on the area and on the City. Improvements to infrastructure will surely be the catalyst in attracting the desired types of development, and will spur further achievement in reaching the goals of the overall EBURD Master Plan.

Please see Exhibit A on next page.

EXHIBIT A 2015 EBURD Expansion

TAXID	ASSESSED VALUE	TAXID	MARKET VALUE	TAXABLE VALUE	TAXID	LOT SIZE (Approx. Sq. Ft.)
1002286 Total	$1,720.00	**1002286 Total**	$912.00	$23.00	1002286	0
A09340 Total	$792,286.00	**A09340 Total**	$621,944.00	$15,362.00	A09340	44344.08
A09343 Total	$688,400.00	**A09343 Total**	$540,394.00	$13,347.00	A09343	29403
A09355 Total	$265,451.00	**A09355 Total**	$208,379.00	$5,147.00	A09355	42383.88
A09355B Total	$45,930.00	**A09355B Total**	$36,055.00	$891.00	A09355B	6403.32
A09373 Total	$498,600.00	**A09373 Total**	$391,401.00	$9,667.00	A09373	19035.72
A09374 Total	$71,910.00	**A09374 Total**	$56,449.00	$1,394.00	A09374	10628.64
A09375 Total	$43,862.00	**A09375 Total**	$34,432.00	$850.00	A09375	6054.84
D05887 Total	$358,428.00	**D05887 Total**	$281,366.00	$6,949.00	D05887	56628
D05888 Total	$444,941.00	**D05888 Total**	$349,279.00	$8,628.00	D05888	69260.4
D05893 Total	$593,800.00	**D05893 Total**	$466,133.00	$11,513.00	D05893	56628
D05897 Total	$14,973.00	**D05897 Total**	$11,754.00	$290.00	D05897	1306.8
D05898 Total	$917,363.00	**D05898 Total**	$720,129.00	$17,787.00	D05898	91911.6
I01092A Total	$19,200.00	**I01092A Total**	$15,072.00	$372.00	I01092A	0
Total	$4,756,864.00	**Total**	$3,733,699.00	$92,220.00		
A12052 15000	$92,800.00	A12052	$49,184.00	$1,215.00	A12052	
A12053 7500	$21,975.00	A12053	$11,647.00	$ 201.00	A12053	
Grand Total	$4,871,639.00		$3,794,530.00	$93,636.00		

Exhibit A figures provided by Yellowstone County GIS